

9-7-2012

Campbell v. Kvamme Clerk's Record v. 2 Dckt. 39650

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LAW CLERK

IN THE
SUPREME COURT

OF THE
STATE OF IDAHO

V. LEO CAMPBELL and KATHLEEN CAMPBELL

VOL. II of IV

Plaintiff and

Appellant and

Cross-Respondent
vs.

JAMES C. KYAMME and DEBRA KYAMME

Defendant and

Respondent and

Cross-Appellant

Appealed from the District Court of the Seventh Judicial

District of the State of Idaho, in and for Bonneville County

Hon. Jon J. Shinduriaz, District Judge

Klenn Manwaring

PO Box 50271, Idaho Falls, ID 83405

Attorney for Appellant and Cross-Respondent

Attorney General's Office

Statehouse Mall, Room 310, Boise, ID 83720

Attorney for Respondent and Cross-Appeal

Filed this SEP 7 day of 2012, 20

Clerk

Supreme Court
Entered as a

By

Deputy

29650

IN THE SUPREME COURT OF THE STATE OF IDAHO

V. LEO CAMPBELL and KATHLEEN CAMPBELL,)	
)	
)	
Plaintiffs/Appellants/)	Case No. CV-2010-3879
Cross-Respondents,)	
)	
vs.)	Docket No. 39650
)	
JAMES C. KVAMME and DEBRA KVAMME,)	VOLUME II of IV
)	
)	
Defendants/Respondents/)	
Cross-Appellants.)	
)	

CLERK'S RECORD ON APPEAL

Appeal from the District Court of the
Seventh Judicial District of the State of Idaho,
in and for the County of Bonneville

HONORABLE JON J. SHINDURLING, District Judge.

Attorney for Appellant/Cross-Respondent

Kipp Manwaring
PO Box 50271
Idaho Falls, ID83405

Attorney for Respondent/Cross-Appellant

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402

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414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

BONNEVILLE COUNTY
11 JUN -7 PM 4:53

Attorney for Defendants

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN
CAMPBELL,

Plaintiffs,

vs.

JAMES C. KVAMME and DEBRA
KVAMME,

Defendants.

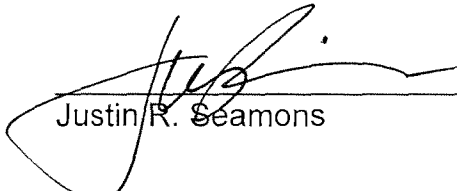
Case No. CV 10-3879

**EXHIBITS IN SUPPORT OF
AFFIDAVIT OF JAMES C. KVAMME**

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Dated June 7, 2011.

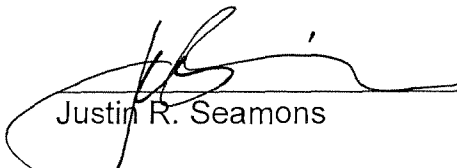


Justin R. Seamons

CERTIFICATE OF SERVICE

I served a copy of the foregoing EXHIBITS IN SUPPORT OF AFFIDAVIT OF
JAMES C. KVAMME on the following person on June 7, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271



Justin R. Seamons

EXHIBIT A

GIVEN TO BE PROVED & RETURNED, NOTE 1804

THIS INDENTURE, Made this 12th day of March in the year of our Lord one thousand nine hundred and Thirty-seven, by and between

Hannah Davis, a Widow
 of the County of Bonneville, State of Idaho
 the part Y of the first part, and Charlotte Campbell
 of the County of Jefferson, State of Idaho
 the part Y of the second part:

WITNESSETH, That said part Y of the first part, for and in consideration of the sum of One and other valuable considerations DOLLARS, lawful money of the United States of America, to her in hand paid by the part Y of the second part, the receipt whereof is hereby acknowledged, has Granted, Bargained and Sold, and by these presents does Grant, Bargain, Sell, Convey and Confirm, unto the said part Y of the second part, and to her heirs and assigns, forever, all ~~of~~ the following described real estate, situated in Bonneville County, State of Idaho, to-wit:

The North-east quarter of Section Seventeen (17) Township Three (3), North of Range Thirty-Eight (38), East of Boise Meridian.

Together with all and sundry the Water rights and ditch rights thereunto belonging or in any wise appertaining.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion ~~and~~ reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest, in and to the said property, as well in law as in equity, of said part Y of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the part Y of the second part, and to her heirs and assigns forever. And the said part Y of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said part Y of the second part, and her heirs and assigns, against the said part Y of the first part, and her heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND. and

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

..... Percy Groom	}	Hannah Davis	(SEAL)
.....		(SEAL)
.....		(SEAL)
.....		(SEAL)

STATE OF IDAHO;
 COUNTY OF Jefferson } ss.

On this 12th day of March, in the year 1937, before me, Percy Groom, a notary public in and for the State of Idaho, personally appeared Hannah Davis, a Widow

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

Percy Groom

My commission expires 4/7/39 1937.

Residing at Rigby, Idaho

Notary Public.

Recorded at the request of Charlotte Campbell

June 23, 1941 at 10:12 A. M.

W. L. Brewrink

Recorder.

By

Lulu Foley

Deputy Recorder.

Recorder's Fees, \$ 1.20

EXHIBIT B

AFFIDAVIT

STATE OF IDAHO

County of *Jefferson*) ss.

Charlotte R. Campbell, also known as Charlotte Campbell, being first duly sworn upon her oath, deposes and says:

That she is a citizen of the United States, ~~over~~ the age of twenty one years, and at all times herein mentioned resided, and now resides, in Jefferson County, Idaho;

That on March 12, 1937, she and her husband, H. L. Campbell, now deceased, started purchasing the following described premises from Hannah Davis, a widow, of Bonneville County, Idaho, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$), of Section Seventeen (17), in Township Three (3) North, Range Thirty-eight (38), East of the Boise Meridian, in Bonneville County, Idaho, together with all water and ditch rights thereunto belonging or appertaining thereto.

That ever since March 12, 1937, up until January 17, 1949, the date of the death of the said H. L. Campbell, affiant and her said husband were in actual possession of, farmed, and paid the taxes on, the above described real property, and that ever since January 17, 1949, affiant has been in possession of and has farmed through her tenant, and has paid the taxes on the above described premises; and that affiant is still in possession of said premises;

Affiant further says that she knows of her own knowledge that neither Ezra B. Gardner, nor his wife, nor any tenant of theirs nor anyone on their behalf, or on behalf of either of them, have been in possession, occupancy or farmed, or had anything to do with or paid any taxes on, the above described premises since March 12, 1937, the date when affiant and her said husband took over possession and started farming the above described premises;

Affiant further says that she knows of her own knowledge that the said Ezra B. Gardner and his family removed themselves, their personal property and belongings from the above described premises, and abandoned said premises, either by the fall of 1934, or by the spring of the year 1935; and that affiant and her said husband received title to said premises, from said Hannah Davis, a widow on November 30, 1946, by deed in name of affiant.

Charlotte R. Campbell

Subscribed in my presence and sworn to before me this *12* day of December, 1949.



Robert W. Steele
Notary Public for Idaho
Residing at Idaho Falls, Idaho.

196212

COMPARED	
INDEXED	✓
RELEASED	
APR 20 1979	

1949 DEC 22 PM 1:20

STATE OF MISSOURI
COUNTY OF SONNIEVILLE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
WAS FILED FOR RECORD IN THIS OFFICE AT THE REQUEST OF

Charlotte H. H. H.

ON THE 23 DAY OF October 1949

AT 20 MINUTES POST

SHE WAS DULY RECORDED IN BOOK 12

OF MISSOURI FILE 63

SONNIEVILLE COUNTY

Robert M. Parker
COUNTY RECORDER

Chas. M. H.
NOTARY PUBLIC

RECORDED FOR 18

RETURN TO *Barker #1*

Ernest O. H.

EXHIBIT C

WARRANTY DEED

380850

THIS INDENTURE, Made this 10th day of April in the year of our Lord, One Thousand Nine Hundred and Fifty, by and between Charlotte R. Campbell, widow of James I. Campbell, deceased.

of the County of Cassia, State of Idaho, the part first of the first part, and Delbert H. Hillman and Jean Hillman, his wife,

of the County of Bonneville, State of Idaho, the part second of the second part.

WITNESSETH, That the said party first of the first part, for and in consideration of the sum of -\$-Ten and No/100 (\$10.00)-\$ DOLLARS lawful money of the United States of America, and other considerations, to her in hand paid by the part second of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do as grant, bargain, sell, convey and confirm unto the said part second of the second part and to their heirs and assigns forever, all the following described real estate, situate in the County of Bonneville, State of Idaho, to wit:

The North Half of the Northeast Quarter (N¹/2 NE¹/4), of Section Seventeen (17), Township Three (3), North of Range Thirty-eight (38), East of the Boise Meridian, together with the tenements, hereditaments, water and ditch rights, and appurtenances, thereunto belonging or in anywise appertaining, and particularly including 30 shares of the capital stock of Harrison Canal and Irrigation Company, an Idaho corporation.

This Deed is given subject to 1950 taxes and assessments and subsequent taxes and assessments.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property as well in law as in equity, of the said part first of the first part.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the part second of the second part, and to their heirs and assigns forever. And the said part first of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said part second of the second part, and their heirs and assigns against the said part first of the first part and her heirs and against all and every person and persons, whomsoever lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said party first of the first part has hereunto set her hand and seal the day and year first above written.

Signed, seal and delivered in the presence of

Charlotte R. Campbell (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

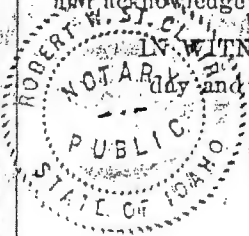
County of Bonneville

ss.

On this 14th day of April, in the year 1950, before me
the undersigned, a Notary Public in and for the State of Idaho, personally
appeared Charlotte R. Campbell, a widow,

known to me to be the person whose name is subscribed to the within instrument,
and acknowledged to me that she executed the same.

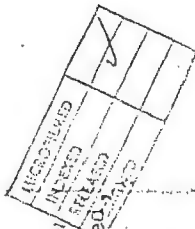
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year in this certificate first above written.



Robert W. St. Clair
Notary Public.

Residing at Idaho Falls, Idaho

My commission expires November 1, 1953



3808890
No.
Warranty Deed

Charlotte R. Campbell, widow
of Wyrum L. Campbell, deceased,

TO

Delbert H. Killian and Mary
Killian, his wife,

Dated April 10th, 1950.

STATE OF IDAHO,
County of Bonneville ss.

I hereby certify that this instrument
was filed for record at the request of

Delbert H. Killian

at 48 minutes past 10
o'clock a M., this 9
day of Jan, 1950
in my office and duly recorded in
Book at
page

William J. Johnson
Ex-Officio Recorder.

By D. D. Dwyer
Deputy.

Fees \$ 1.50

Delbert H. Killian
Rec. Apr 17

EXHIBIT D

WARRANTY DEED

THIS INDENTURE, Made this 24th day of March in the year of our Lord, One Thousand Nine Hundred and Fifty, by and between Charlotte B. Campbell, widow of Horus L. Campbell, deceased,

of the County of Jefferson, State of Idaho, the part Y of the first part, and Leo H. Campbell and Phyllis B. Campbell, his wife,

of the County of Bonneville, State of Idaho, the part inc. of the second part.

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of — Ten and No/100 (\$10.00) — DOLLARS lawful money of the United States of America, and other considerations, to her in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said part inc. of the second part and to their heirs and assigns forever, all the following described real estate, situate in the County of Bonneville, State of Idaho, to-wit:

The South Half of the Northeast Quarter (SE1/4), of Section Seventeen (17), Township Three (3), North of Range Thirty-eight (38), East of the Boise Meridian, together with the tenements, hereditaments, water and ditch rights, and appurtenances, thereto belonging or in anywise appertaining, and particularly including 30 shares of the capital stock of Harrison Canal and Irrigation Company, an Idaho corporation.

This Deed is given subject to 1950 taxes and water assessments and subsequent taxes and water assessments.



TO HAVE AND TO HOLD, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, profits, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part Y of the first part.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said part Y of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, and their heirs and assigns against the said part Y of the first part and her heirs and against all and every person and persons, whomsoever lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Charles E. H. Campbell (SEAL)

_____ (SEAL)

STATE OF IDAHO,

County of Bonneville

On this 24th day of March, in the year 19 50, before me
the undersigned, a Notary Public in and for the State of Idaho, personally
appeared Charlotte R. Campbell,

known to me to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year in this certificate first above written.



Charles M. H. Blair
Notary Public.

Residing at Idaho Falls, Idaho
My commission expires Nov. 1st, 19 53.

305350

Warranty Deed

Charlotte R. Campbell

Widow

Jan 30 1950

Leo R. Campbell and Phyllis

B. Campbell, his wife,

Dated March 24th, 19 50.

STATE OF IDAHO

County of Bonneville

I hereby certify that this instrument
was filed for record at the request of
Helix Title & Trust Co.

at 47 minutes past 11 o'clock
of the 24th day of March, 19 50
in my office and duly recorded by
me Jan 30 1950
Page 87

Ex-Officio Recorder

By Wm. H. H. Blair
Idaho

Fees 150

Helix Title & Trust Co.

EXHIBIT E

BONNEVILLE COUNTY

DEED OF GIFT

774870

89 OCT -4 PM 4:02

This indenture, made this 4th day of October, 1989, between LEO H. CAMPBELL and PHYLLIS B. CAMPBELL, husband and wife, "DONOR", of 10519 North 15 East, City of Idaho Falls, Bonneville County, State of Idaho, and V. LEO CAMPBELL, "DONEE" of 10909 North 15 1st East, City of Idaho Falls, Bonneville County, Idaho, WITNESSETH:

That the Donor, for and in consideration of the love and affection which Donor has and bears unto the Donee, and for the purpose of making a gift to Donee and also for the better maintenance, support and protection and livelihood of Donee, does by these presence give, grant, convey and confirm unto the said Donee the following described real property, situate in Bonneville County, State of Idaho, to-wit:

Beginning at a point 982.50 feet North of the Southeast corner of the Northeast Quarter of Section 17, Township 3 North, Range 38 East, Boise Meridian, Bonneville County, Idaho and running thence S89°58'35"W 2643.85 Feet; Thence N. 0°15'30"E. 332.30 feet; thence N89°45'00"E 2642.37 feet; thence South 342.72 feet to the point of beginning. Contains 20.48 acres, less county road right-of-way on the East Side. Includes 1.14 Acres heretofore deeded to Donee in the Northeast Corner and on which Donee has constructed substantial improvements prior hereto.

TOGETHER with all and singular the tenements, heretiments and appurtenances thereunto belonging to in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof

Subject to all existing easements and rights-of-way as appear of record or on the ground or by way of use.

IN WITNESS WHEREOF, the Donor has hereunto set their hands and seals the day and year first above written.

LEO H. CAMPBELL

STATE OF IDAHO)
) ss.
County of Bonneville)

On this ____ day of October, 1989, before me, the undersigned, a Notary Public in and for said said, personally appeared, LEO H. CAMPBELL and PHYLLIS B. CAMPBELL, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing DEED OF GIFT, and acknowledged to me that they had read

the same, understood the contents thereof and the legal effect thereof, and that they had executed same of their own free will and choice.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

L. Ray Norman
NOTARY PUBLIC FOR IDAHO
Residing at Idaho Falls, Idaho
My Commission Expires: 2-11-195

INSTRUMENT NO.	<u>774770</u>
DATE	<u>10-4-54</u>
INST. CODE	<u>336</u>
FICHE NO.	<u>6004-13</u>
FEE	<u>75</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, Notary Public By <u>Theresa Bellinger</u> Registered at <u>Cody, Idaho</u>	

10-4-54
336

EXHIBIT F

DEED OF GIFT

774872

60007-4 PM 4:02

This indenture, made this 1 day of October, 1989, between LEO H. CAMPRELL and PHYLLIS B. CAMPBELL, husband and wife, "DONOR", of 10519 North 15 East, City of Idaho Falls, Bonneville County, State of Idaho, and JO. L. CAMPBELL, "DONEE" of 4701 Fairbanks Avenue, City of El Paso, El Paso County, Texas, WITNESSETH:

That the Donor, for and in consideration of the love and affection which Donor has and bears unto the Donee, and for the purpose of making a gift to Donee and also for the better maintenance, support and protection and livelihood of Donee, does by these presents give, grant, convey and confirm unto the said Donee the following described real property, situate in Bonneville County, State of Idaho, to-wit:

Beginning at a point 982.50 feet North of the Southeast corner of the Northeast Quarter of Section 17, Township 3 North, Range 38 East, Boise Meridian, Bonneville County, Idaho and running thence S89°58'35"E 2643.85 Feet; thence S.0°15'30"W. 327.50 feet; thence N89°58'35"E 2645.32 feet; thence North 327.50 feet to the point of beginning. Contains 19.88 acres, less county road right-of-way along the East Side.

TOGETHER with all and singular the tenements, heretiments and appurtenances thereunto belonging to in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof together with 7.5 shares in the Harrison Canal and Irrigation Company together with the water, water rights and ditch rights appertuant thereto.

Subject to all existing easements and rights-of-way as appear of record or on the ground or by way of use.

SUBJECT, however, and reserving to Donor, and each of them, a life estate in and to all of such real property and improvements for and during the term of their natural lives, with the specific right to collect, receive, use and enjoy the income, dividends and proceeds therefrom during such term of their natural lives. Upon the death of both Donors, such life estate shall terminate.

IN WITNESS WHEREOF, the Donor have hereunto set their hands and seals the day and year first above written.

DUNOFF

LEO H. CAMPBELL

PHYLLIS B. CAMPBELL

STATE OF IDAHO)
) ss.
County of Bonneville)

On this ____ day of October, 1989, before me, the undersigned, a Notary Public in and for said said, personally appeared, LEO H. CAMPBELL and PHYLLIS B. CAMPBELL, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing DEED OF GIFT, and acknowledged to me that they had read the same, understood the contents thereof and the legal effect thereof, and that they had executed same of their own free will

and choice.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above
written.

NOTARY PUBLIC FOR IDAHO
Residing at Idaho Falls, Idaho
My Commission Expires: 1-1-1924

INSTRUMENT NO.	<u>77472</u>
DATE	<u>10-4-19</u>
INST. CODE	<u>356</u>
FICHE NO.	<u>6004-19</u>
FEE	<u>2.00</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
By <u>David Langmore,</u> County Recorder	
<u>David Langmore</u> Recorder of <u>County of Bonneville</u>	

PO 6021

EXHIBIT G

BONNEVILLE COUNTY

DEED OF GIFT

89 OCT -4 PM 4:02

774871

This indenture, made this 4th day of October, 1989, between LEO H. CAMPBELL and PHYLLIS B. CAMPBELL, husband and wife, "DONOR", of 10519 North 15 East, City of Idaho Falls, Bonneville County, State of Idaho, and MARGY L. SPRADLING, "DONEE" of 5135 Lamancha Way, City of Salt Lake City, Salt Lake County, Utah, WITNESSETH:

That the Donor, for and in consideration of the love and affection which Donor has and bears unto the Donee, and for the purpose of making a gift to Donee and also for the better maintenance, support and protection and livelihood of Donee, does by these presence give, grant, convey and confirm unto the said Donee the following described real property, situate in Bonneville County, State of Idaho, to-wit:

Beginning at a point 327.50 feet North of the Southeast corner of the Northeast Quarter of Section 17, Township 3 North, Range 38 East, Boise Meridian, Bonneville County, Idaho and running S89°58'35"W 2646.80 Feet; yhence N. 0°15'30"E 327.50 feet; thence N89°58'35"E 2645.32 feet; thence South 327.50 feet to the point of beginning. Contains 19.89 acres, less county road right-of-way along the East Side.

TOGETHER with all and singular the tenements, heretiments and appurtuances thereunto belonging to in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof together with 7.5 shares in the Harrison Canal and Irrigation Company together with the water, water rights and ditch rights appertuant thereto.

Subject to all existing easements and rights-of-way as appear of record or on the ground or by way of use.

SUBJECT, however, and reserving to Donor, and each of them, a life estate in and to all of such real property and improvements for and during the term of their natural lives, with the specific right to collect, receive, use and enjoy the income, dividends and proceeds therefrom during such term of their natural lives. Upon the death of both Donors, such life estate shall terminate.

IN WITNESS WHEREOF, the Donor have hereunto set their hands and seals the day and year first above written.

DONOR

Leo H. Campbell

LEO H. CAMPBELL

Phyllis B. Campbell

PHYLLIS B. CAMPBELL

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 1st day of October, 1989, before me, the undersigned, a Notary Public in and for said said, personally appeared, LEO H. CAMPBELL and PHYLLIS B. CAMPBELL, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing DEED OF GIFT, and acknowledged to me that they had read the same, understood the contents thereof and the legal effect thereof, and that they had executed same of their own free will and choice.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above
written.

Lundy E. Hannon
NOTARY PUBLIC FOR IDAHO
Residing at Idaho Falls, Idaho
My Commission Expires 8/1/95

INSTRUMENT NO.	<u>114871</u>
DATE	<u>10-4-89</u>
INST. CODE	<u>356</u>
FICHE NO.	<u>6004-16</u>
FEE	<u>95</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Lionel Longmore, County Recorder	
Request of <u>Cox & Ohman</u>	

P03621

EXHIBIT H

BONNEVILLE COUNTY
CLERK

DEED OF GIFT

774869

89 OCT -4 PM 4:02

This indenture, made this 4th day of October, 1989, between LEO H. CAMPBELL and PHYLLIS B. CAMPBELL, husband and wife, "DONOR", of 10519 North 15 East, City of Idaho Falls, Bonneville County, State of Idaho, and HALENE L. CAMPBELL, "DONEE" of 10519 North 15 East, City of Idaho Falls, Bonneville County, Idaho, WITNESSETH:

That the Donor, for and in consideration of the love and affection which Donor has and bears unto the Donee, and for the purpose of making a gift to Donee and also for the better maintenance, support and protection and livelihood of Donee, does by these presence give, grant, convey and confirm unto the said Donee the following described real property, situate in Bonneville County, State of Idaho, to-wit:

Beginning at a point 327.50 feet North of the Southeast corner of the Northeast Quarter of Section 17, Township 3 North, Range 38 East, Boise Meridian, Bonneville County, Idaho and running S89°58'35"W 2646.80 Feet; thence S. 0°15'30"W. 327.50 feet; thence N89°58'35"E 2648.27 feet; thence North 327.50 feet to the point of beginning. Contains 19.90 acres, less county road right-of-way on the East.

TOGETHER with all and singular the tenements, heretiments and appurtuances thereunto belonging to in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof together with 7.5 shares in the Harrison Canal and Irrigation Company together with the water, water rights and ditch rights appertuant thereto.

Subject to all existing easements and rights-of-way as appear of record or on the ground or by way of use.

SUBJECT, however, and reserving to Donor, and each of them, a life estate in and to all of such real property and improvements for and during the term of their natural lives, with the specific right to collect, receive, use and enjoy the income, dividends and proceeds therefrom during such term of their natural lives. Upon the death of both Donors, such life estate shall terminate.

IN WITNESS WHEREOF, the Donor have hereunto set their hands and seals the day and year first above written.

DONOR

Leo H. Campbell

LEO H. CAMPBELL

Phyllis B. Campbell

PHYLLIS B. CAMPBELL

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 24th day of October, 1989, before me, the undersigned, a Notary Public in and for said said, personally appeared, LEO H. CAMPBELL and PHYLLIS B. CAMPBELL, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing DEED OF GIFT, and acknowledged to me that they had read the same, understood the contents thereof and the legal effect thereof, and that they had executed same of their own free will and choice.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
offical seal the day and year in this certificate first above
written.

William A. Longmore
NOTARY PUBLIC, FOR IDAHO
Residing at Idaho Falls, Idaho
My Commission Expires: 11/1/95

INSTRUMENT NO.	<u>174869</u>
DATE	<u>10-5-89</u>
INST. CODE	<u>356</u>
FICHE NO.	<u>6004.10</u>
FEE	<u>9.00</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>Deputy</u>
Request of	<u>Carl E. Hume</u>

174869
10-5-89

EXHIBIT I

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE is made this 29th day of July, 2003, between H. Delbert Killian, Personal Representative of the Estates of Delbert Henry Killian and Mary C. Killian, the "Grantor", and James Craig Kvamme and Debra Kvamme, husband and wife, whose mailing address is 10278 N. 15th E. Idaho Falls, ID 83401, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Bonneville, State of Idaho, to-wit:

The North Half of the Northeast Quarter, Section 17, Township 3 North, Range 38 East, of the Boise Meridian. LESS AND EXCEPTING THE FOLLOWING TWO TRACTS:

Beginning at the Northeast corner of Section 17, Township 3 North, Range 38 East of the Boise Meridian; running thence West along the Section line 164.92 feet; thence S. 00°58'40" W. 260.56 feet; thence S. 88°45'53" E. 167.20 feet to the East line of said Section 17; thence N. 00°28'42" E. along said East line 264.13 feet to the point of beginning.

Also less: Beginning at a point that is West along the Section line 164.92 feet from the Northeast corner of Section 17, Township 3 North, Range 38 East of the Boise Meridian; running thence West along the Section line 195.64 feet; thence S. 09°40'58" E. 261.06 feet; thence S. 88°45'53" E. 147.32 feet; thence N. 00°58'40" E. 260.56 feet to the point of beginning.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

IF 54856
First American title

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

H. Delbert Killian

H. Delbert Killian

Personal Representative

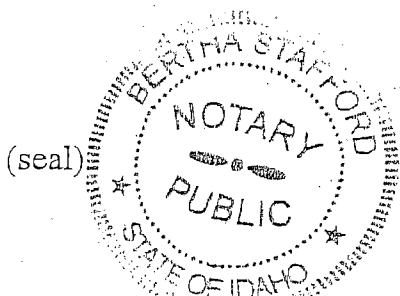
STATE OF IDAHO)

)ss.

County of Bonneville)

On the 29th day of July, 2003, before me, the undersigned, a notary public in and for said State, personally appeared H. Delbert Killian known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Delbert Henry Killian and Mary C. Killian and acknowledged to me that he executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



C:\Program Files\Qualcomm\Eudora\attach\pdeed.wpd:as

Bertha Stafford

Notary Public for Idaho

Residing at: Idaho Falls, Idaho

My Commission Expires: 1-27-05

INSTRUMENT NO.	<u>1122583</u>
DATE	<u>7-29-03</u>
INST. CODE	<u>270</u>
IMAGED PGS	<u>2</u>
FEE	<u>6.00</u>

STATE OF IDAHO)
COUNTY OF BONNEVILLE) ss
I hereby certify that the within instrument was recorded.

Ronald Longmore,
County Recorder

253

EXHIBIT J

South Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter of Section Twenty nine and the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Thirty in Township Two North of Range Forty one East of the Boise Meridian, Idaho, containing three hundred twenty acres, according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General.

NOW KNOW YE, That there is, therefore, granted by the United States unto the said claimant the tract of Land above described; To have and to hold the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF I Woodrow Wilson, President of the United States of America have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, in the District of Columbia, the Tenth day of February in the year of our Lord one thousand nine hundred and Nineteen and of the Independence of the United States the one hundred and Forty third.

By the President: Woodrow Wilson,

By M. P. LeRoy, Secretary.

L.Q.G. Lamar, Recorder of the General Land Office.

Recorded: Patent Number 665285

Recorded at the request of Idaho Farm Loan Co.,
March 6th, 1919, at 9:00 A. M.
Fee \$1.00

F. W. Jordan, Recorder.

By *Harry Ruefley* Deputy.

No. 36474

-----00000-----
WARRANTY DEED:

THIS INDENTURE Made this 3rd day of March in the year of our Lord one thousand nine hundred and nineteen between C. L. Voss, Trustee for himself, Elenora E. Ainsworth, Ida M. Mulheron and Anna M. Adams, as and for the property of the estate of Caleb Squibb, deceased, and also Trustee for S. D. Grary, W. D. Grary, G. F. Kuehule, and the estate of George E. Gray, deceased, of Denison, Iowa, party of the first part, and Parley J. Davis of Bonneville County, Idaho, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Four Thousand Two Hundred Dollars (\$4200.00), lawful money of the United States of American to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever, all the following described real estate, situated, lying, and being in the County of Bonneville, State of Idaho, and bounded and particularly described as follows, that is to say:

The Southeast Quarter of Section Eight, and the Northeast Quarter of Section Seventeen, all in Township Three North of Range Thirty eight, East of the Boise Meridian, containing three hundred twenty acres. The intent of this instrument is to quit claim to the second party all of the Northeast Quarter of said Section Seventeen and the Northeast Quarter of the Southeast Quarter of said Section Eight in said Township Three North, Range Thirty eight East of the Boise, Meridian containing two hundred acres and that the warranty of the title herein given does not extend to said last two above described tracts, but does extend to the

remainder of the land herein conveyed, that is to say:

The South half of the Southeast Quarter and the Northwest Quarter of the East Quarter of said Section Eight in said Township Three North, Range Thirty eight, East of the Boise Meridian, containing one hundred twenty acres.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder remainders, rents, issues and profits thereof, and all estate, right, title, and interest and to the said property, as well in law as in equity, of the said party of the first part

TO HAVE AND TO HOLD All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever. And the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will war and by these presents forever defend, except as hereinbefore stated.

IN WITNESS WHEREOF The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

C. L. Voss, Trustee (SEAL).

Flora E. Isenminger. D. E. Voss.

State of Iowa.)
County of Crawford.) ss.

On this 3rd day of March in the year 1919, before me a Notary Public, in and for said County and State, personally appeared C. L. Voss, known to me to be the Trustee for and in behalf of himself, Elenora E. Ainsworth, Ida M. Mulheron and Anna M. Adams, as for the property of the estate of Caleb Squibb, deceased, and also Trustee for S. D. Gray, W. D. Grary, G. F. Kuehule, and the estate of George E. Gray, deceased, and also known to me to be the person whose name as Trustee is subscribed to the within instrument and acknowledged to me that he as each Trustee and for the uses and purposes stated in said instrument executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Daniel E. Voss, Notary Public.

Residing at Denison, Iowa.

\$4.50 I. R. Stamps cancelled.

Recorded at the request of C. E. Crowley,
March 7th, 1919, at 3:00 P. M.
Fee \$1.60

F. W. Jordan,

Recorder.

By

Harry Ruefky

Deputy.

No. 36477

-----000000-----
WARRANTY DEED:

This Indenture, made the 26th day of March, in the year of our Lord one thousand and nine hundred, between Nelson Arave and Aroline Arave, his wife, of the County of Blaine and State of Idaho, the parties of the first part, and David E. Arave, of the County of Blaine and State of Idaho, the party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Thousand & No/100 Dollars, lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot piece

EXHIBIT K

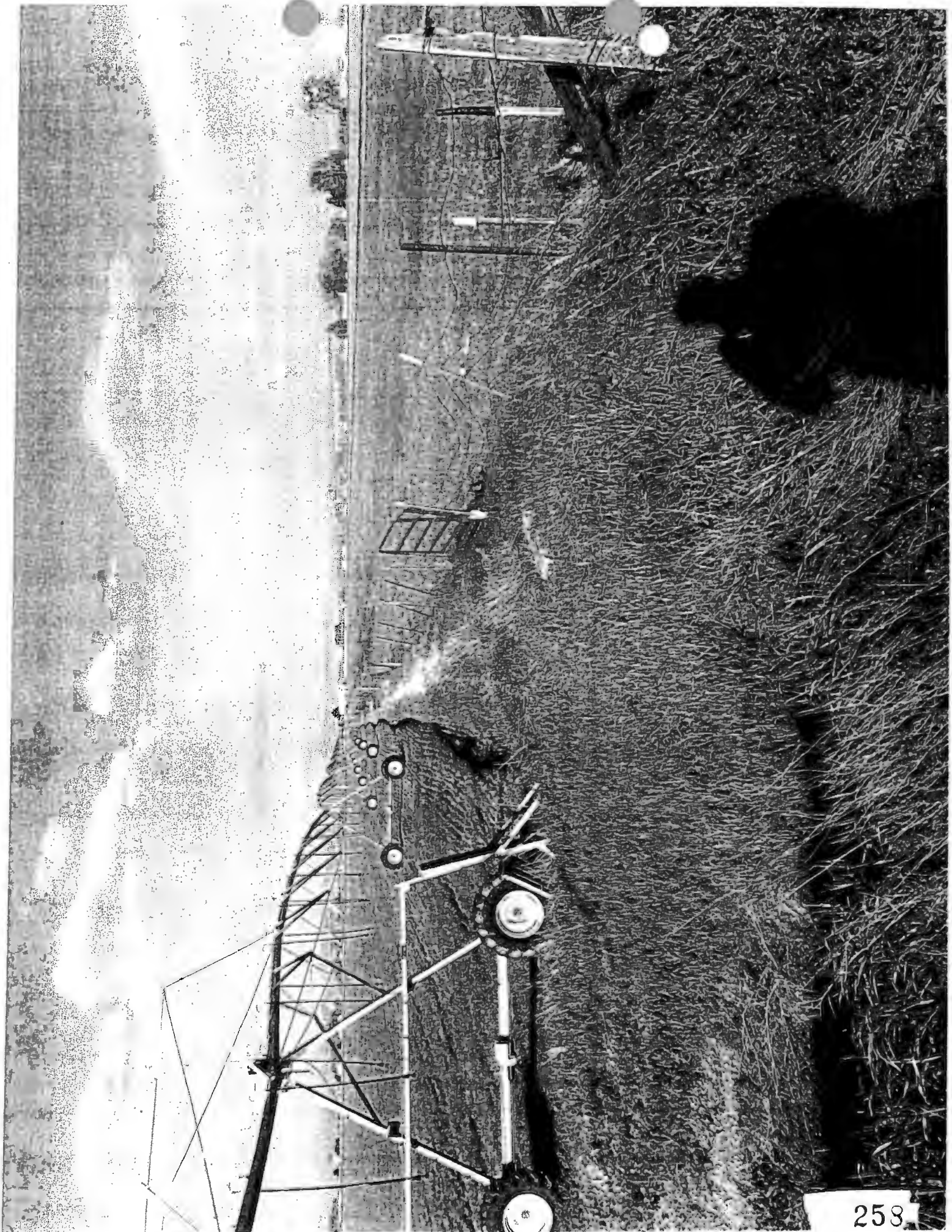


EXHIBIT L

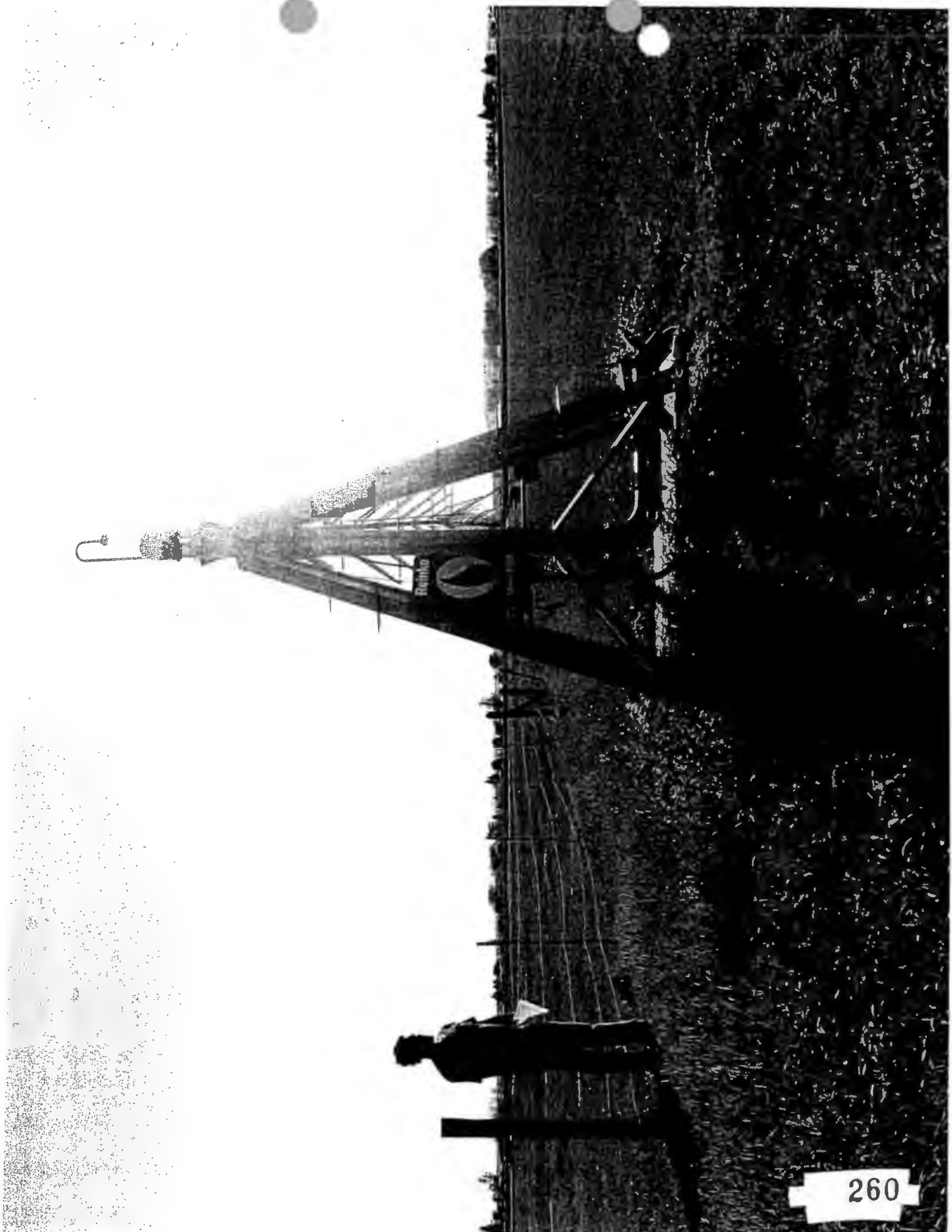


EXHIBIT M



EXHIBIT N



EXHIBIT O

AFFIDAVIT

STATE OF IDAHO)
 :ss.
 Country of Bonneville)

Hannah Davis, being first duly sworn upon her oath, deposes and says:

That she is a citizen of the United States, over the age of twenty-one years, and at all times herein mentioned resided and now resides, in Bonneville County, Idaho.

Affiant further says that on or about February 26th, 1927, affiant and her husband, Parley J. Davis, now deceased, executed a written Contract of Sale with Ezra B. Gardner, sometimes written Ezra B. Gardner, then also of said Bonneville County, Idaho, for the sale and purchase of the following described real property situate in Bonneville County, Idaho, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$), of Section Seventeen (17), in Township Three (3) North, Range Thirty-eight (38), East of the Boise Meridian, together with the improvements thereon and all water and ditch rights of every nature however evidenced, more especially stock for 200 inches of Harrison Irrigation Company's water, and carrying rights therefor,

which said Sale Agreement was on May 6th, 1931, recorded in Book 3 of Lease and Contract Records of Bonneville County, Idaho, at Page 554.

That under and according to the terms of said Sale Agreement, the said real property was sold to said purchaser for the sum of \$12,000.00, payable as follows: \$1.00 on the execution of the Agreement, the receipt whereof was thereby acknowledged; and the balance to be paid in fifteen (15) annual installments of \$790.00, December 1, 1929, and \$800.00 on December 1, of each of the years 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942 and 1943;

That according to the said Sale Agreement, if all those payments were made as scheduled therein, the last payment on the Contract would have been due and payable on December 1, 1943; that the sum of \$1.00, which was the down payment on said Agreement, was the only sum whatsoever paid for or on account of said Contract or for or on account of the purchase of said real property, and that neither the said Ezra B. Gardner, his wife, nor anyone on his behalf, have made any payments whatsoever for or on account of said Agreement, or on the purchase of the said real property, since the payment of the said down payment on said Contract;

That the said Ezra B. Gardner farmed the said real property without paying anything more whatsoever therefor, up until the fall of the year 1934, or the spring of 1935, when he and his family gave up possession of the said real property, abandoned it and physically removed themselves, their personal property and belongings therefrom, and have never returned to said premises or

taken possession thereof, or farmed it directly or indirectly from the date of their abandonment of, or giving up possession thereof, said premises;

That the said Sale Agreement was, by the said affiant and her said husband, forfeited and terminated, because of the defaults of payment on said Sale Agreement after the abandonment of said premises by the said Ezra B. Gardner and his family; and that thereafter and on March 12, 1937, Charlotte Campbell, also known as Charlotte R. Campbell, and her husband, H. L. Campbell, started purchasing, and went into possession of, said premises, and remained in possession of and farmed said premises until January 17th, 1948, when the said H. L. Campbell died and that Charlotte Campbell has continued to remain in possession of said premises since the death of her said husband, H. L. Campbell, and is now in the possession of said premises;

Hannah Davis

Subscribed in my presence and sworn to before me this
day of December, 1948.



Robert W. H. H.
Notary Public for Idaho
Residing at Idaho Falls, Idaho.

196213



1949 DEC 22 PM 1:23

STATE OF IDAHO }
County of Blaine } No.
I, the Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court.
Witness my hand and the seal of the Court at Blaine, Idaho, this 12th day of March, 1915.
Ex. 12. Misc. 65 p. 150

Chas. Malm
Amesbury, Mass.
Apr 10

EXHIBIT P



U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN:			
	1. <input type="checkbox"/> FmHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER: IF54856		7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:			

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (IF54856.PFD)(IF54856/35)

NAME AND ADDRESS OF BORROWER: James Craig Kvamme Debra Kvamme		E. NAME AND ADDRESS OF SELLER: The Estate of Delbert Henry Killian and Mary C. Killian	F. NAME AND ADDRESS OF LENDER: Idaho Agricultural Credit PCA
PROPERTY LOCATION: Idaho Falls, ID 83401 Booneville County, Idaho		H. SETTLEMENT AGENT: 82-0296378 First American Title Company PLACE OF SETTLEMENT 2004 Jennie Lee Drive Idaho Falls, ID 83404	I. SETTLEMENT DATE: July 29, 2003

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
1. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
1. Contract Sales Price	150,000.00	401. Contract Sales Price	
2. Personal Property		402. Personal Property	
Settlement Charges to Borrower (Line 1400)	5,439.36	403.	
		404.	
		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
6. City/Town Taxes to		406. City/Town Taxes to	
County Taxes to		407. County Taxes to	
Assessments to		408. Assessments to	
		409.	
		410.	
		411.	
		412.	
2. GROSS AMOUNT DUE FROM BORROWER	155,439.36	420. GROSS AMOUNT DUE TO SELLER	
3. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
1. Deposit or earnest money	1,000.00	501. Excess Deposit (See Instructions)	
Principal Amount of New Loan(s)	148,322.00	502. Settlement Charges to Seller (Line 1400)	
Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
		504.	
		505.	
		506.	
		507.	
LEASE PMT APPLIED 4-1-2003	5,500.00	508.	
		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
1. City/Town Taxes to		510. City/Town Taxes to	
County Taxes 01/01/03 to 06/12/03	117.36	511. County Taxes to	
Assessments to		512. Assessments to	
		513.	
		514.	
		515.	
		516.	
		517.	
		518.	
		519.	
4. TOTAL PAID BY/FOR BORROWER	154,939.36	520. TOTAL REDUCTION AMOUNT DUE SELLER	
CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
Gross Amount Due From Borrower (Line 120)	155,439.36	601. Gross Amount Due To Seller (Line 420)	
Less Amount Paid By/For Borrower (Line 220)	(154,939.36)	602. Less Reductions Due Seller (Line 520)	
5. CASH (X FROM) (TO) BORROWER	500.00	603. CASH (X TO) (FROM) SELLER	

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

Attorney for Defendants

11 JUN -7 PM 4:54

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
CAMPBELL,)
)
Plaintiffs,)
)
vs.)
)
JAMES C. KVAMME and DEBRA)
KVAMME,)
)
Defendants.)
_____)

Case No. CV 10-3879

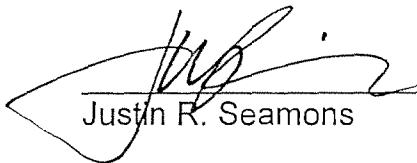
**NOTICE OF SUBMISSION OF
DEPOSITION OF V. LEO CAMPBELL**

The Defendants hereby submit the following portions of the DEPOSITION OF
V. LEO CAMPBELL in accordance with I.R.C.P. 30(f)(4)(B):

1. Vol. III, p. 219, ll. 5-6.
2. Vol. II, p. 136, l. 12 to p. 137, l. 18.
3. Vol. III, p. 192, l. 18 to p. 195, l. 22.
4. Vol. II, p. 134, ll. 6-11, and p. 161, ll. 1-2.
5. Vol. III, p. 195, l. 23 to p. 198, l. 7.
6. Vol. II, p. 145, l. 11 to p. 146, l. 15, and vol. III, p. 198, l. 15 to p. 199, l. 7.
7. Vol. I, p. 13, ll. 7-9.

8. Vol. I, p. 11, l. 5 to p. 16, l. 5.
9. Vol. III, p. 200, l. 15 to p. 206, l. 22, p. 208, l. 5 to p. 211, l. 2, p. 211, l. 2 to p. 212, l. 23, and p. 246, l. 17 to p. 252, l. 22.
10. Vol. III, p. 214, ll. 6-23.
10. Vol. III, p. 218, l. 7 to p. 220, l. 9.
11. Vol. III, p. 220, l. 10 to p. 221, l. 21.
12. Vol. I, p. 81, l. 20 to p. 82, l. 24.
13. Vol. III, p. 224, l. 23 to p. 227, l. 4.
14. Vol. III, p. 227, ll. 7-10.
15. Vol. III, p. 195, l. 23 to p. 198, l. 7.
16. Vol. III, p. 229, l. 1 to p. 230, l. 19, p. 231, l. 16 to p. 234, l. 19, p. 235, l. 12 to p. 236, l. 25, p. 237, l. 15 to p. 238, l. 8, p. 240, l. 1 to p. 244, l. 8, p. 252, l. 23 to p. 253, l. 15, p. 244, ll. 9-21, p. 245, l. 23 to p. 252, l. 22, p. 253, l. 16 to p. 254, l. 1.
17. Vol. III, p. 214, l. 24 to p. 217, l. 19.

Dated June 7, 2011.

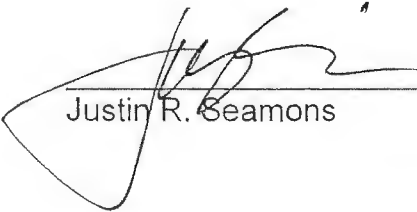

Justin R. Seamons

CERTIFICATE OF SERVICE

served a copy of the foregoing NOTICE OF SUBMISSION OF DEPOSITION

W. LEO CAMPBELL on the following person on June 7, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271



Justin R. Seamons

SHEET 3 PAGE 9

1 MR. SEAMONS: Mr. Campbell, did you
2 understand that oath?
3 THE WITNESS: Yes, I did.
4 MR. SEAMONS: Do you have any objection
5 to it?
6 THE WITNESS: No.
7 MR. SEAMONS: Will you comply with it?
8 THE WITNESS: Yes, I will.
9 MR. SEAMONS: DiAnn, if you could please
10 administer the oath.
11 THE COURT REPORTER: Raise your right
12 hand, please.
13 Do you solemnly swear the testimony you
14 are about to give in this matter will be the truth,
15 the whole truth, and nothing but the truth, so help
16 you God?
17 THE WITNESS: I do.
18 WHEREUPON,
19 VEE LEO CAMPBELL, having been first duly
20 sworn to tell the truth, the whole truth and nothing
21 but the truth, testified as follows:
22 *****
23 EXAMINATION
24 BY MR. SEAMONS:
25 Q. Mr. Campbell, what is your full legal

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1 reviewed.
2 Q. You don't recall reviewing any documents
3 in preparation for today?
4 A. No.
5 Q. Did you leave any documents that relate
6 to this case in your car, at your attorney's office,
7 or home?
8 A. Possibly one would be Rowdy
9 Construction's bid on the land when we tried to sell
10 the place years ago.
11 Q. How do you spell Rowdy?
12 A. R-o-w-d-y.
13 Q. And I guess in a phrase, what's the best
14 title of that document or the name of that
15 document?
16 A. It would be his offer to buy.
17 Q. A real estate purchase and sale
18 agreement?
19 A. Yes.
20 Q. Who prepared that document?
21 A. Don Mickelson.
22 Q. When was that document prepared?
23 A. It was a couple of years ago. I
24 couldn't give you the exact date without looking at
25 it.

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1 name?
2 A. Vee Leo Campbell.
3 Q. What does the initial V stand for?
4 A. It's Vee, V-e-e. It's not an initial.
5 It's a name.
6 Q. V-e-e Leo Campbell?
7 A. Yes.
8 Q. Have you talked, corresponded, or
9 otherwise communicated with any person regarding
10 your deposition today?
11 A. No.
12 Q. Other than your attorney, of course.
13 A. (Shakes head.)
14 Q. Any other person?
15 A. No, not more than -- just my wife, as
16 far as I know.
17 Q. What documents or other records of
18 whatever kind did you bring with you today for your
19 deposition?
20 A. Didn't bring any.
21 Q. What documents or other records of
22 whatever kind did you review in preparing for your
23 deposition?
24 A. None of them or some of them. I don't
25 know. Nothing sticks out in my mind that I've

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1 Q. 2008?
2 A. No. Yeah, it could be 2008. I'm not
3 real sure.
4 Q. Who were the parties to that real estate
5 purchase and sale agreement?
6 A. Rowdy Construction, me, my older
7 brother, and my older sister.
8 Q. What is the name of your older
9 brother?
10 A. Jo Lee Campbell.
11 Q. What is the name of your older sister?
12 A. Margie L. Spradling.
13 Q. Summarize the document for me.
14 A. It was his offer to buy the land.
15 Q. "Buy the land," to which --
16 A. Our farm.
17 Q. -- land are you referring?
18 A. Our land to the family farm.
19 Q. And by "the family farm," which land are
20 you referring?
21 A. The land which my sister and brother and
22 I own in Bonneville County.
23 Q. To the best of your ability, tell me the
24 description of that property, the address, the legal
25 description.

1 A. Lies between 10519 and 10909 North 15th
2 East, and it's approximately a quarter of a mile
3 wide by a half mile deep.

4 Q. Why didn't you bring this document with
5 you today?

6 A. Wasn't aware that I would need it.

7 Q. Who is Don Mickelson?

8 A. The real estate agent that we retained
9 to represent us in selling the land.

10 Q. By "we," I assume you're talking about
11 yourself, Jo, and Margie?

12 A. Yes.

13 Q. Did you sign a listing agreement with
14 Mr. Mickelson?

15 A. Yes, I did.

16 Q. Did you bring that with you today?

17 A. No.

18 Q. In addition to the listing agreement and
19 the real estate purchase and sale agreement, which
20 we earlier discussed, are there any other documents
21 of any kind or nature that relate to that purported
22 offer to buy by Rowdy Construction?

23 A. There's the -- the county commissioners
24 minutes of the meeting we had.

25 Q. Were there any addenda or amendments or

1 THE WITNESS: Could have been. I don't
2 remember for sure.

3 Q. (BY MR. SEAMONS:) Who was the applicant
4 for that meeting in front of the planning and zoning
5 commission?

6 A. Rowdy Construction.

7 Q. Summarize for me, if you would, the
8 scope of their application.

9 A. I don't understand what you want from
10 scope of their application.

11 Q. What were they asking the county to
12 do?

13 A. To give them the okay to have a gravel
14 pit out there.

15 Q. If you know, what is the zoning on the
16 property out there, meaning your property, Jo and
17 Margie's property?

18 A. Agricultural.

19 Q. Does that zoning allow for a gravel
20 pit?

21 A. I don't know for sure.

22 Q. What was the outcome of the application
23 by Rowdy Construction?

24 A. It was denied.

25 Q. Did Rowdy Construction complete the

1 changes to the real estate purchase and sale
2 agreement?

3 A. In what context?

4 Q. Were there any counteroffers back and
5 forth?

6 A. Well, he made an offer, and my older
7 sister counteroffered, and he agreed to it.

8 Q. There was one counteroffer, then?

9 A. Yes.

10 Q. You referred to the county and their
11 minutes and a meeting.

12 What meeting did you have with the
13 county?

14 A. That was the -- help me out here. The
15 hearing they had regarding the sale of the land.

16 Q. Why did the county have a meeting
17 regarding the sale of your land?

18 A. Rowdy Construction wanted to put in a
19 gravel pit.

20 MR. MANWARING: Mr. Seamons, for
21 clarification, I believe he's referring to a
22 planning and zoning commission hearing --

23 THE WITNESS: Yes.

24 MR. MANWARING: -- that was being held,
25 and I believe that was in October, 2008.

1 purchase?

2 A. No.

3 Q. Why?

4 A. Because their application to have a
5 gravel pit there was denied.

6 Q. With reference to the property that you
7 previously described, quarter mile wide, half mile
8 deep, 15th East, do you actually live at that
9 property?

10 A. Yes, I do.

11 Q. Does your brother, Jo, live at that
12 property?

13 A. No.

14 Q. Does Margie live at that property?

15 A. No.

16 Q. Did Rowdy Construction's offer to buy
17 include your residence?

18 A. No.

19 Q. What did it include?

20 A. Just the land, seventy-four acres, give
21 or take an acre or two.

22 Q. When you say "give or take an acre or
23 two," what do you mean?

24 A. Well, plus or minus, depending on what
25 the survey showed to be the complete acreage out

1 corner of the hundred and sixty acres that was out
2 there. That's the first home that the folks were
3 ever in. Jo was a toddler then.
4 **Q. And that's the -- sorry, that's the home**
5 **that the Robbins own today?**
6 A. No. That's a home that isn't there.
7 This was beyond the banks of the Winkler Canal, the
8 way I understand it. That's where the home was.
9 **Q. What's the earliest date that you know**
10 **that they lived on the farm?**
11 A. Probably after 1946 when I was born.
12 **Q. And in 1946, in what home did they**
13 **live?**
14 A. They lived on -- at one oh -- one oh --
15 10519 or 10915 North 15th, the old family home out
16 there.
17 **Q. Is that the one the Robbins live in**
18 **today?**
19 A. Yes.
20 **Q. Did you talk with your father or**
21 **correspond with your father about the facts of this**
22 **case?**
23 A. No. My dad talked to me when I was a
24 kid about the farm, but not about the facts of this
25 case. Kind of hard to talk to a dead guy about the

1 A. Not a whole lot other than where the
2 ditches used to run and what was buried where. By
3 "what was buried where," we're talking about the
4 south driveway at the folks's old place. That
5 property line is off about ten feet.
6 Once upon a time, there was a potato
7 cellar out there, and the ditch had to go around it,
8 so the fence went on the ditch line which put it off
9 the property line by that same distance.
10 And there were several old car parts,
11 one thing and another, buried out there along the
12 old potato cellar.
13 MR. SEAMONS: Just let --
14 THE VIDEOGRAPHER: We have five minutes
15 of tape left.
16 **Q. (BY MR. SEAMONS:) Is the old potato**
17 **cellar gone?**
18 A. Yes, it is.
19 **Q. Anything else you recall?**
20 A. No.
21 MR. SEAMONS: John, is it just a matter
22 of changing a tape, or is this a good place to stop
23 for you for the day?
24 THE VIDEOGRAPHER: We can stop any time,
25 but I'll have to change a tape because we'll run

1 facts of a case.
2 **Q. When you say he talked to you about the**
3 **farm --**
4 A. Uh-huh.
5 **Q. -- what did he discuss with you about**
6 **the facts of this case?**
7 A. The property lines and where they were
8 on both sides of the farm.
9 **Q. When did this conversation take place?**
10 A. Numerous times from the time I was six,
11 eight years old, probably, on up until probably a
12 few months before he killed himself.
13 **Q. What did he tell you?**
14 A. He told me where he thought the
15 relative -- or where he thought the property lines
16 were on both sides of the property, south and
17 north.
18 **Q. And specifically what did he tell you in**
19 **that regard?**
20 A. He told me the south property line fence
21 would line up with the power poles on the Ucon
22 Cemetery Road, and that the north property line
23 would be fifteen to sixteen feet north of the fence
24 line, that being my pasture fence.
25 **Q. Anything else he told you?**

1 out. We have four minutes left. So you can
2 question for four more minutes, if you'd like. It's
3 up to you.
4 If it's a great place for you to stop,
5 then stop here, or whatever. It doesn't matter.
6 MR. SEAMONS: I've got miles to go, but
7 do you want to stop here for the day?
8 THE WITNESS: Well, I'll have to change
9 oxygen bottles here in a few minutes, so it's
10 probably as good a place as any to stop.
11 MR. SEAMONS: Fair enough. Let's go
12 ahead --
13 MR. MANWARING: My observation is we
14 probably ought to just quit for the day. I can tell
15 when Leo's getting worn out even though he doesn't
16 want to admit when he's getting worn out.
17 MR. SEAMONS: Do you want to say
18 anything official to go off the record for the day?
19 THE VIDEOGRAPHER: You're going to
20 continue this, right?
21 MR. SEAMONS: Yes. We're going to
22 continue it.
23 THE VIDEOGRAPHER: We're not going to
24 conclude it at this point, so we'll just go off the
25 record, and that's what we'll do. Okay?

1 northeast quarter of Section 17, is there an
2 exterior fence?
3 A. Yes.
4 Q. Could you please mark that.
5 A. (Witness complying.)
6 Q. And on the eastern boundary of
7 Section 17, the northeast quarter of Section 17, is
8 there an exterior fence?
9 A. No, not a complete fence.
10 Q. Is there a fence anywhere on the eastern
11 boundary of the northeast quarter of Section 17?
12 A. Not at this time.
13 Q. With reference to the northern boundary
14 of this section or quarter section that you've now
15 marked, was there ever an exterior fence?
16 A. Over here, against the road.
17 Q. Yes.
18 A. Yes.
19 Q. Who built that exterior fence?
20 A. It would have been Delbert Killian.
21 Q. When did he build that fence on the
22 northern boundary of the northeast quarter?
23 A. I don't know.
24 Q. Is this Delbert, Sr., or Delbert, Jr.?
25 A. Senior.

1 Has there ever been a fence --
2 A. Yes.
3 Q. -- on the eastern boundary of the
4 northeast quarter?
5 A. Yes.
6 Q. Who built that initial fence?
7 A. I don't know. My dad did maintain it as
8 I did after I acquired the property. Then my
9 neighbors took it down.
10 Q. Is there any fence on the eastern
11 boundary of the northeast quarter today?
12 A. There is some wire laying on the ground.
13 That's about all I can tell you. There's not a
14 fence there at this time.
15 Q. With reference to the fence on the
16 northern boundary, do you know the purpose for which
17 the fence was initially constructed?
18 A. No, I don't.
19 Q. With reference to the fence on the
20 eastern boundary, do you know the purpose for which
21 that fence was initially constructed?
22 A. Possibly to contain livestock,
23 speculative.
24 Q. With reference to the fence on the
25 southern boundary of the property, do you know the

1 Q. Prior to Delbert constructing that fence
2 on the northern boundary of the northeast quarter,
3 was there ever any exterior fence that was ever
4 there?
5 A. I don't know.
6 Q. Why do you believe that Delbert
7 constructed that fence?
8 A. I just assumed that he did, him being
9 the property owner and having cattle out there, he
10 would need to maintain that fence. If there wasn't
11 a fence there, then he would have built one.
12 Q. I take it that your answer is
13 speculative.
14 A. Yes.
15 Q. With reference to the western boundary
16 of that northeast quarter, who constructed that
17 fence?
18 A. I don't know.
19 Q. With respect to the fence on the
20 southern boundary of the northeast quarter, who
21 constructed that fence?
22 A. I don't know that for sure either.
23 Q. With reference to the eastern boundary
24 of the northeast quarter, you've indicated that
25 there is not a fence there today.

1 purpose for which that fence was initially
2 constructed?
3 A. Same thing, contain livestock.
4 Speculative though.
5 Q. Speculative though?
6 A. Yes.
7 Q. And lastly, with reference to the fence
8 on the eastern boundary, which I understand is not
9 there today, do you know the reason that it was
10 initially constructed?
11 A. Well, contain livestock.
12 Q. Do I understand from your testimony that
13 there was a time when there was an exterior fence
14 all the way around the northeast quarter?
15 A. Yes.
16 Q. And that fence at one time fully
17 enclosed the entire northeast quarter; is that
18 correct?
19 A. Yes.
20 Q. The northeast quarter is not located in
21 an open range area, is it?
22 A. No.
23 Q. Livestock are not permitted to roam or
24 drift or stray at large?
25 A. No.

1 Q. The initial fence then enclosed all of
2 the northeast quarter, correct?
3 A. To my knowledge, yes.
4 Q. And you would agree with me that that
5 would protect the land --
6 A. Yes.
7 Q. -- enclosed within the fence?
8 A. Yes.
9 Q. And conversely, that fence would
10 likewise protect the land from outside livestock
11 roaming or drifting onto it, correct?
12 A. Yes.
13 Q. Or trespassers coming onto it?
14 A. Yes.
15 Q. And you would further agree that the
16 fence was a substantial enclosure at the entire
17 northeast quarter, correct?
18 A. Yes.
19 Q. With reference to the northern boundary
20 where the fence is no longer up today, who took that
21 fence down?
22 A. I believe Mr. Kvamme did.
23 Q. With reference to the eastern boundary
24 of the property where there was no longer a fence
25 today, who took that fence down?

1 Q. Okay.
2 A. It's been taken down.
3 Q. By Mr. Kvamme?
4 A. Don't know.
5 Q. Are you aware of any modifications to
6 the exterior fence around the northeast quarter over
7 the years?
8 A. Yes.
9 Q. What modifications have taken place to
10 that exterior fence?
11 A. I replaced posts on the old Killian
12 homesite, around their corrals along the road. Hung
13 new rails for my Aunt Mary.
14 Q. Would that be the fence on the eastern
15 boundary of the northeast quarter?
16 A. That would be on the northern
17 boundary.
18 Q. On the northern boundary only?
19 A. Yes.
20 Q. And that is the section of fence that
21 Mr. Kvamme has removed sometime since acquiring the
22 property?
23 A. No. That's part of the fence that's
24 around the ground that Delbert kept for himself,
25 around the old homestead, the house.

1 A. I believe it was Mr. Kvamme and his
2 hired man.
3 Q. With reference to the northern boundary,
4 when did Mr. Kvamme allegedly take that fence
5 down?
6 A. It would have been three, four years
7 ago, after he acquired the property.
8 Q. With reference to the eastern boundary
9 of the northeast quarter, when did Mr. Kvamme
10 allegedly take that fence down?
11 A. About the same time.
12 Q. And your testimony is that he took the
13 eastern fence down all the way along the eastern
14 boundary?
15 A. Of my property and my brother and
16 sister's, yes.
17 Q. From the northeast corner clear to the
18 southeast corner?
19 A. From the corner of my property to the
20 corner of my brother's property, that fence was
21 taken down.
22 Q. And further south than that, does the
23 fence still exist, or has it been taken down, too?
24 A. I don't think there's a fence over
25 there.

1 Q. That would be the house in the northeast
2 corner?
3 A. Yes.
4 Q. And you have marked a small box in the
5 northeast corner of the northeast quarter.
6 Is that the section of fence to which
7 you're referring?
8 A. Yes.
9 Q. And that's the only section where you've
10 performed repairs or made modifications?
11 A. On that fence, yes.
12 Q. Are there any other exterior fences
13 where you have performed repairs or modifications on
14 the northeast quarter?
15 A. No.
16 Q. Do you know of any other person who has
17 made repairs or modifications on the exterior fence
18 of the northeast quarter?
19 A. Are we talking just about this fence or
20 the entire.
21 Q. Any of the exterior fences.
22 A. Okay. Yeah. I worked on this fence
23 over here.
24 Q. Would that be the fence on the southern
25 boundary of the northeast quarter?

1 corner would be the general location of the corner,
2 not the legal location of the corner; is that
3 correct?
4 A. Correct.
5 Q. Do you dispute the location of the
6 corner --
7 A. No.
8 Q. -- the northeast corner of Section 17 in
9 this case?
10 A. No.
11 Q. My understanding of the northeast
12 quarter of Section 17 is that it has been improved
13 and is not simply in native condition; is that
14 correct?
15 A. Correct.
16 Q. We're not talking here about sagebrush
17 and desert, are we?
18 A. No.
19 Q. Who improved the northeast quarter of
20 Section 17?
21 A. I don't know.
22 Q. Do you know when it was improved?
23 A. No.
24 Q. Has it been usually cultivated?
25 A. All of my life it has, yes.

1 directions and put a northeast in the corner we're
2 discussing.
3 A. Okay. Do you want me to do this like
4 this one?
5 Q. Please. I've got some different
6 questions, but it will relate to the northeast
7 quarter again.
8 A. Okay.
9 Q. And could you also mark the northeast
10 quarter?
11 A. That would be --
12 Q. Yes.
13 A. (Witness complying.)
14 Q. Do you know the location of the ditches
15 on the northeast quarter of Section 17?
16 A. Yes.
17 Q. I would like you to mark the location of
18 the ditches on section -- on the northeast quarter
19 of Section 17 on Exhibit 5.
20 A. I'm pretty sure that's it.
21 Q. With reference to the diagram that
22 you've prepared, the ditches that you have marked
23 all lie basically along the eastern boundary of the
24 property; is that correct?
25 A. Yes, it is.

1 Q. Has it otherwise usually been used or
2 improved for things like pasture and grazing?
3 A. Yes.
4 Q. The northeast quarter is ground that has
5 been in production?
6 A. Yes.
7 Q. It has usually been under irrigation?
8 A. Yes.
9 Q. For the raising of crops, the growing of
10 forage for livestock and so forth?
11 A. Yes.
12 Q. So you would agree that the northeast
13 quarter of Section 17 has been usually cultivated or
14 otherwise improved?
15 A. Yes.
16 (Deposition Exhibit 5 was marked for
17 identification.)
18 Q. (BY MR. SEAMONS:) I'm just going to
19 slide these down for a moment. I don't know if you
20 want to draw a copy of that for your purposes, but
21 there's that.
22 I'm going to hand you Exhibit 5, which
23 again is simply a blank grid of Section 17, and,
24 Mr. Campbell, let me have you do the same thing is
25 as before and that is mark the four cardinal

1 Q. I take it that historically with gravity
2 irrigation, you would irrigate from the east to the
3 west.
4 A. Correct.
5 Q. Are there any ditches along the northern
6 boundary?
7 A. No.
8 Q. Along the eastern boundary?
9 A. Yes.
10 Q. Could you please mark those on there as
11 well?
12 A. I did.
13 Q. Oh, pardon me. The western boundary. I
14 misspoke.
15 Are there any ditches along the western
16 boundary of the northeast quarter?
17 A. No.
18 Q. Or the southern boundary?
19 A. No. There used to be, not any more.
20 Q. Along the southern boundary?
21 A. Yes.
22 Q. Was that a waste ditch?
23 A. No. It was an irrigation ditch.
24 Q. If you would, please mark that the
25 location of that along the southern boundary.

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1 Q. And grazed cattle and horses --
 2 A. Yes.
 3 Q. -- on the northeast quarter.
 4 Your father, however, only cultivated
 5 and farmed the south half of the northeast
 6 quarter.
 7 A. No. While my dad was on that property,
 8 he run the whole hundred and sixty. His
 9 understanding was that he was getting the entire
 10 hundred sixty.
 11 Q. But you don't recall the year that he
 12 went onto the property?
 13 A. No, I wasn't around.
 14 Q. Sometime before 1946?
 15 A. Yes.
 16 Q. And sometime after 1937?
 17 A. Yes. As far as Hannah owning it, I'm
 18 pretty sure that was part of the collective brothers
 19 and sisters thing that was going on between my
 20 granddad and his siblings. It was a family farm, it
 21 took the whole family to run it.
 22 Q. And you don't recall the year that Mary
 23 and Delbert began farming the north half of the
 24 northeast quarter?
 25 A. No. They were always over on the corner

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1 to 1968?
 2 A. No, I don't. I would assume my
 3 grandmother.
 4 Q. Do you know when she delivered it to
 5 Delbert and Mary Killian?
 6 A. No, I don't.
 7 Q. Between 1950 and 1968, where did Delbert
 8 and Mary Killian live?
 9 A. On the property.
 10 Q. On the north half of the northeast
 11 quarter?
 12 A. Yes.
 13 Q. Would that be in the home that you
 14 earlier marked in the northeast corner of that
 15 property?
 16 A. Yes. It's about the time that Delbert
 17 died, '67 or '8.
 18 Q. Perhaps 1969?
 19 A. Could have been. I wasn't around then.
 20 I was in the military.
 21 (Deposition Exhibit 9 was marked for
 22 identification.)
 23 Q. (BY MR. SEAMONS:) Let's now move to
 24 Exhibit 9, which you've previously had a chance to
 25 review. Exhibit 9 is the warranty deed from your

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1 all of my life, and I don't know anything about
 2 it.
 3 (Deposition Exhibit 8 was marked for
 4 identification.)
 5 Q. (BY MR. SEAMONS:) Let me hand you
 6 Exhibit 8.
 7 Are you ready, Mr. Campbell?
 8 A. Yes.
 9 Q. Exhibit 8 is another deed entitled
 10 warranty deed, again from your grandmother,
 11 Charlotte Campbell, this time to Delbert H. Killian
 12 and Mary Killian; is that correct?
 13 A. Yes.
 14 Q. It bears the date of April 10, 1950; is
 15 that correct?
 16 A. Yes.
 17 Q. And with reference to the description of
 18 the property, this is the north half of the
 19 northeast quarter of Section 17, correct?
 20 A. Yes.
 21 Q. On page 2, this document appears to have
 22 been recorded, not appears. This document was
 23 recorded on January 9th of 1968, correct?
 24 A. Yes.
 25 Q. Do you know who had this deed from 1950

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1 parents, Leo H. Campbell and Phyllis Campbell, to
 2 you and your wife, Kathy; is that correct?
 3 A. Yes.
 4 Q. And this deed is only for a parcel of
 5 ground in Section 17 measuring two hundred eight by
 6 two hundred thirty-eight feet; is that correct?
 7 A. Yes.
 8 Q. Do you know how many square feet that
 9 equals?
 10 A. No.
 11 Q. Do you know if that is approximately
 12 1.13 to 1.14 acres?
 13 A. Yes.
 14 Q. Is that accurate?
 15 A. Yes.
 16 Q. Did you request or otherwise receive a
 17 survey to confirm the two hundred eight by two
 18 hundred thirty-eight feet granted to you in this
 19 deed?
 20 A. I believe my dad had the survey done.
 21 Q. Well, whether he did or didn't, did you
 22 request a survey --
 23 A. No.
 24 Q. -- to confirm the two hundred eight by
 25 two hundred thirty-eight feet?

1 sixties.
 2 Q. And what type of post was utilized for
 3 this fence?
 4 A. Wood posts and steel T posts.
 5 Q. We talked yesterday about the exterior
 6 fences and this property in general, the northeast
 7 quarter. The interior fence that we're currently
 8 discussing that runs east and west across the
 9 property, does that run from -- does it run all the
 10 way across the northeast quarter?
 11 A. No.
 12 Q. Where does it begin, and where does it
 13 end?
 14 A. Well, within fifty feet of the canal at
 15 the west end, and fifty to a hundred feet on the
 16 east end.
 17 Q. Let's go first with the west end. As
 18 that fence that we're discussing runs east and west
 19 across the property to the west end of the property,
 20 does it connect with the exterior fence on the west
 21 boundary of the property?
 22 A. No.
 23 Q. Does it connect with anything?
 24 A. No. I didn't put this in down here at
 25 the west end on my pasture fence.

1 Q. All right.
 2 A. Part way.
 3 Q. Correct. Because yesterday you
 4 explained that Mr. Kvamme, in connection with his
 5 use of the property, has removed part of the eastern
 6 fence.
 7 A. Yes.
 8 Q. All right. Whether we're talking about
 9 Mr. Kvamme's property in the north half or your
 10 property in the south half of the northeast quarter,
 11 in both instances again, this is not open range, is
 12 it?
 13 A. No.
 14 Q. And whether you're standing on
 15 Mr. Kvamme's property or standing on your property,
 16 that fence running east to west across the property
 17 encloses property, does it not?
 18 A. Yes, it does.
 19 Q. In fact, it encloses his property to the
 20 north and your property to the south.
 21 A. That's arguable.
 22 Q. Why do you say it's arguable?
 23 A. It's a convenience fence. It was
 24 erected as a convenience fence.
 25 Q. Okay. I understand that's your

1 Q. There is no fence on the west boundary,
 2 then, to which that fence can exit?
 3 A. There is. It's the pasture fence on the
 4 west end.
 5 Q. All right. So there is a fence on the
 6 west boundary --
 7 A. No.
 8 Q. -- which --
 9 A. There is a fence on the west end. The
 10 boundary is on the other side of the canal.
 11 Q. Okay.
 12 A. There's an official easement for the
 13 canal company --
 14 Q. All right.
 15 A. -- through there.
 16 Q. So there is a fence on the west end of
 17 the property to which this fence running east and
 18 west across the property connects.
 19 A. Yes.
 20 Q. All right. On the east end of the
 21 property, does it connect to a fence?
 22 A. It does.
 23 Q. All right. And that is the fence that
 24 runs along the eastern end of the property?
 25 A. Yes.

1 allegation, but the fact of the matter is it
 2 encloses his property and your property, his on the
 3 north, yours on the south, correct?
 4 MR. MANWARING: Do you understand what
 5 he's asking?
 6 THE WITNESS: Yeah. I think he's asking
 7 me to admit that that's Mr. Kvamme's property to the
 8 north of the fence and mine to the south.
 9 Q. (BY MR. SEAMONS:) I'm not asking you to
 10 admit whose property it is. I'm simply asking if
 11 it's true that the fence encloses property, his on
 12 the north and yours on the south, and that fence
 13 acts as an enclosure going both directions, does it
 14 not?
 15 A. No, it doesn't. There aren't any fences
 16 on the north side. It doesn't enclose anything. It
 17 encloses my pasture.
 18 Q. Right. Yesterday you testified that
 19 Mr. Kvamme has removed the fence on the northern end
 20 of the property --
 21 A. Uh-huh.
 22 Q. -- but with reference to the fence that
 23 we're discussing, and that is the fence you've
 24 marked as an interior fence running east to west
 25 across the property, that encloses the property,

1 correct?
 2 MR. MANWARING: When you say the
 3 property, is it the whole?
 4 MR. SEAMONS: It encloses Mr. Kvamme's
 5 property which is north of you, and your property
 6 which is south of him, correct?
 7 MR. MANWARING: I'm going to object,
 8 asked and answered, but you can go ahead and
 9 answer.
 10 THE WITNESS: Now, it's my understanding
 11 to enclose something, you have to put a fence around
 12 it. It encloses my property. It doesn't enclose
 13 his.
 14 Q. (BY MR. SEAMONS:) And the reason you
 15 say it doesn't enclose his is because he's taken out
 16 the northern fence on the northern end of the
 17 property in connection with his farming operation.
 18 A. And the eastern fence as well that was
 19 there at one time.
 20 Q. Okay. But the fence itself acts as an
 21 enclosure.
 22 Can we at least agree on that?
 23 A. Yes.
 24 Q. All right. And if Mr. Kvamme were to
 25 put back the fence on the northern end of his

1 A. Okay.
 2 Q. -- but that would act as a substantial
 3 enclosure on your side of the fence, true?
 4 MR. MANWARING: Same objection. You can
 5 answer.
 6 THE WITNESS: Well, I won't agree with
 7 it's substantial. It's a fence.
 8 Q. (BY MR. SEAMONS:) And it's an
 9 enclosure.
 10 A. Yeah.
 11 Q. And, again, if Mr. Kvamme were to put
 12 back the northern fence and the eastern fence that
 13 he's removed in connection with this farming
 14 operation, it would also act as a substantial
 15 enclosure on that side of the fence, correct?
 16 MR. MANWARING: Objection, asked and
 17 answered, but you can still answer.
 18 THE WITNESS: I still argue with
 19 substantial.
 20 Q. (BY MR. SEAMONS:) And by that your only
 21 concern is its state of disrepair.
 22 A. Correct.
 23 Q. All right. Now, with reference to
 24 maintenance and repair, name for me every person, to
 25 your knowledge, that has ever maintained or

1 property and the portion of the fence on the east
 2 side that he's taken out, that would be the
 3 enclosure to which you're referring, correct?
 4 A. If there was a fence there, yes.
 5 Q. And, again, this is not open range, and
 6 so if there were livestock grazing or pasturing
 7 there, this would protect them from drifting or
 8 straying or roaming at large, correct?
 9 A. Correct.
 10 Q. And likewise on your side of that fence
 11 if there were cattle or horses there, that fence,
 12 again, would keep them and protect them from
 13 drifting and roaming and straying at large,
 14 correct?
 15 A. Correct.
 16 Q. This fence, then, would be for you on
 17 your side of the fence, a substantial enclosure,
 18 correct?
 19 A. Well --
 20 MR. MANWARING: Object to the form, but
 21 you can try to answer that.
 22 THE WITNESS: In the state of disrepair
 23 it's in, it ain't much of a substantial.
 24 Q. (BY MR. SEAMONS:) I'm come back and
 25 talk about repairs and maintenance --

1 otherwise repaired that fence. And by "that fence,"
 2 I'm specifically talking about the fence that runs
 3 east and west across the property. I understand you
 4 allege the underlying dirt is yours --
 5 A. Uh-huh.
 6 Q. -- but everybody to your knowledge
 7 that's maintained or repaired that fence.
 8 A. Well, there would have been my dad, my
 9 brother, Jo and I, and Kurt Young and Keith
 10 Campbell, my other son. Probably all the Killian
 11 boys and Delbert Killian and Mary Killian.
 12 Q. Meaning Delbert, Jr.
 13 A. And senior.
 14 Q. Right. That's who I assume you meant
 15 when you said Delbert. But Delbert, and also his
 16 son after Delbert passed away.
 17 A. Yes. Well --
 18 Q. With reference to -- I'm sorry, go
 19 ahead.
 20 A. I wouldn't bet Delbert, Jr., was down
 21 there working on the fence. He gained quite a bit
 22 of weight and was not into doing much fencing.
 23 Q. Okay.
 24 A. That's why my kids wound up over there
 25 because they were helping Aunt Mary.

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1 Q. With reference to your father, when did
2 he maintain and repair this fence?
3 A. When he lived there.
4 Q. That would be between 1950 and when he
5 passed away?
6 A. Yes.
7 Q. Have you yet remembered the year that he
8 passed away?
9 A. No.
10 Q. Okay. For purposes of maintaining the
11 fence over that long period of time, what did he do
12 to maintain it?
13 A. Replaced posts as needed, and installed
14 wire as needed. He did have electrical wire at one
15 time on it.
16 Q. You previously referenced that sometime
17 in the 1960's?
18 A. Yes.
19 Q. Anything else?
20 A. Not right off the top of my head.
21 Q. Did your father ever modify the fence?
22 A. Not to my knowledge.
23 Q. With reference to the period of time
24 where you have been on this property -- and that
25 would be since 1981, correct?

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1 A. Correct.
2 Q. -- what repairs and maintenance have you
3 performed on this fence?
4 A. I've replaced sections of wire. I've
5 replaced posts. Repaired it as needed.
6 Mr. Kvamme also put some time in on the
7 fence.
8 Q. Have you ever modified the fence?
9 A. As in?
10 Q. Modified it. Changed it. I know you've
11 repaired it replacing posts and wire as needed.
12 Have you ever modified it?
13 A. Well, not being real clear on what you
14 mean by modification, I'll say no.
15 Q. With reference to all the ground north
16 of the fence, you would agree with me that it is not
17 in native condition. It is not desert and
18 sagebrush, is it?
19 A. No.
20 Q. You would further agree with me that all
21 of the ground north of the fence has been improved.
22 A. Yes.
23 Q. It has usually been cultivated over the
24 years.
25 A. Yes.

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1 Q. It has been used for pasture and for
2 grazing over the years.
3 A. Yes.
4 Q. It has been in production.
5 A. Yes.
6 Q. And under irrigation.
7 A. Yes.
8 (Deposition Exhibit 12 was marked for
9 identification.)
10 Q. (BY MR. SEAMONS:) If I could borrow the
11 marker for a moment, Mr. Campbell. Thank you.
12 I'm next going to hand you Exhibit 12
13 and give you a moment to look at that. Let me see
14 that, Kipp. I gave you my copy.
15 Are you ready, Mr. Campbell?
16 A. Yes.
17 Q. Exhibit 12 is a copy of the recorded
18 personal representative's deed to Mr. Kvamme; is
19 that correct?
20 A. Yes, sir.
21 Q. And it indicates that he acquired the
22 property on July 29th of 2003, correct?
23 A. Uh-huh.
24 Q. You don't dispute that he acquired the
25 property on or about that date, do you?

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1 A. No.
2 Q. And, in fact, you would agree that's the
3 approximate date.
4 A. Yes.
5 Q. According to the personal
6 representative's deed, he acquired the property from
7 the estates of Delbert Henry Killian and Mary C.
8 Killian.
9 That would be the aunt and uncle that
10 we've previously discussed, wouldn't it?
11 A. Yes, sir.
12 Q. Both of whom at this point in time were
13 deceased?
14 A. Yes.
15 Q. On Wednesday we reviewed the chain of
16 title on this property and learned that they
17 received the deed in 1950 to the north half of the
18 northeast quarter, correct?
19 A. Correct.
20 Q. And, again, you don't dispute that they
21 acquired the north half of the property, do you?
22 A. No.
23 Q. In terms of a chain of title, we also
24 reviewed a deed to their mother -- well, to Mary's
25 mother, Charlotte, in 1937, correct?

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1 A. Yes.
2 Q. And, again, you don't dispute that
3 Charlotte acquired the property, all of the
4 northeast quarter in 1937, do you?
5 A. No.
6 Q. Since 2003, you acknowledge and admit
7 that Craig has continuously occupied the north half
8 of the northeast quarter, don't you?
9 A. Yes.
10 Q. And even with reference to the property
11 north of the fence, you acknowledge and agree that
12 he has continuously occupied even that land --
13 A. Yes.
14 Q. -- since 2003, correct?
15 A. Yes.
16 Q. You don't allege that Craig has ever
17 abandoned the property, true?
18 A. True.
19 Q. You don't allege that he's ever vacated
20 the property, true?
21 A. True.
22 Q. You don't allege that his occupancy has
23 otherwise been interrupted, there's been no seizure
24 or forfeiture or eviction?
25 A. Not to my knowledge, huh-uh.

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1 Q. And that, again, would include all of
2 the ground north of the fence?
3 A. Correct.
4 Q. In fact, he has installed a pivot pump
5 and motor on that ground north of the fence, hasn't
6 he?
7 A. Yes, he has.
8 Q. And, again, that was plainly and openly
9 visible?
10 A. Yup.
11 Q. And you had knowledge of it and you've
12 known about his open use since 2003?
13 A. Yes.
14 Q. And, again, with reference to his
15 predecessors in title, that is Delbert Henry Killian
16 and Mary C. Killian, again, their occupancy and use
17 of the property was open and plainly visible?
18 A. Yes.
19 Q. And that would include the land north of
20 the fence that's in dispute in this case?
21 A. Yes.
22 Q. And you knew about their use and
23 occupancy of all of the land, didn't you?
24 A. Yes, I did.
25 Q. And prior to your coming onto the

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1 Q. With reference to his grantor and
2 predecessor in title, and that is Delbert Henry
3 Killian and Mary C. Killian, you acknowledge and
4 agree that they continuously occupied the north half
5 of the northeast quarter before Mr. Kvamme, don't
6 you?
7 A. Yes, I do.
8 Q. And that would also include all the
9 ground north of the fence that's in dispute in this
10 case, correct?
11 A. Correct.
12 Q. And, again, you don't allege that they
13 abandoned any of the property?
14 A. No.
15 Q. You agree that they didn't vacate
16 whether occupancy wasn't interrupted, true?
17 A. True.
18 Q. And there's no allegation here that they
19 were evicted or that the property was seized and
20 taken away from them at any time, correct?
21 A. Correct.
22 Q. With reference to Mr. Kvamme's use and
23 occupancy since 2003, you likewise admit that it has
24 been open and plainly visible, correct?
25 A. Correct.

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1 property in 1981, your father knew about their use
2 and occupancy of all the land north of the fence,
3 didn't he?
4 A. Yes, he did.
5 Q. With reference to Craig's use, which,
6 again, began in 2003, you acknowledge and admit that
7 his occupancy of the property has been hostile and
8 adverse to you, correct?
9 MR. MANWARING: Objection, you can
10 answer.
11 THE WITNESS: I don't know that it's
12 been hostile and adverse.
13 Q. (BY MR. SEAMONS:) Well, with reference
14 to the north half of the northeast quarter, you do
15 agree that his occupancy of the north half of the
16 northeast quarter has been against any interest you
17 might have in the property and adverse to you,
18 correct?
19 A. Correct.
20 Q. And that would likewise include all of
21 the land north of the fence that's in dispute in
22 this case, correct?
23 MR. MANWARING: Object to the form. You
24 can answer.
25 THE WITNESS: I didn't follow you on

1 that one.
 2 Q. (BY MR. SEAMONS:) Well, with reference
 3 to all of the ground north of the fence --
 4 A. Uh-huh.
 5 Q. -- Craig has continuously used it.
 6 A. Yes.
 7 Q. Continuously occupied it.
 8 A. Yes.
 9 Q. You've known about that.
 10 A. Yes.
 11 Q. And that has been against what you claim
 12 is your interest in the property, true?
 13 MR. MANWARING: Object to the form. You
 14 can answer.
 15 MR. SEAMONS: True.
 16 THE WITNESS: I'm not real sure what
 17 you're asking me for here.
 18 Q. (BY MR. SEAMONS:) Well, let me see if I
 19 can break it down a bit into simple parts.
 20 You've acknowledged and agreed that
 21 Craig has occupied the property including all of the
 22 property north of the fence, correct?
 23 A. Correct.
 24 Q. You've agreed and acknowledged that you
 25 knew about his occupancy of the property including

1 all of the property north of the fence?
 2 A. Correct.
 3 Q. And yet you claim the property north of
 4 the fence to some distance is your property?
 5 A. Correct.
 6 Q. All right. So you would agree, then,
 7 that his occupancy and use of the property has been
 8 hostile to your claimed interest in that property?
 9 MR. MANWARING: Object to form. You can
 10 answer.
 11 THE WITNESS: Again, I don't see the
 12 hostile.
 13 Q. (BY MR. SEAMONS:) Well it's been
 14 adverse to your interest or your claimed interest in
 15 that property.
 16 Would you at least agree with that?
 17 MR. SEAMONS: Objection, same. Go
 18 ahead.
 19 THE WITNESS: I really don't know what
 20 you want. This is a rather long, convoluted
 21 situation that has developed to this point over the
 22 last few years.
 23 Q. (BY MR. SEAMONS:) Okay. Let me see if
 24 I can approach it from this angle. You never
 25 granted permission to Craig to use or occupy the

1 land north of the fence, did you?
 2 A. Yes.
 3 Q. You did?
 4 A. When he rented the farm from us for a
 5 year.
 6 Q. Mr. Kvamme did, in fact, rent your farm
 7 from you. Tell me about that conversation.
 8 A. Which one?
 9 Q. Well, you're claiming that you gave him
 10 permission to use the land north of the fence.
 11 A. No. I gave him permission to farm the
 12 entire seventy-five acres. My parcel, my brother's
 13 parcel, my sister's parcel. Which he did.
 14 We had an opportunity to sell the land.
 15 I asked him, seeing's as how he was already on the
 16 farm working it, if he wanted first refusal, and I
 17 told him what we were offered, and he said he didn't
 18 want any part of it, and I told him, Well, it's up
 19 to you, then, if you want to work out an agreement
 20 with a buyer, or if you just want to cancel the
 21 contract.
 22 And he said he wanted to cancel the
 23 contract, and I told him, Okay, that's fine.
 24 Q. We'll come back to that conversation
 25 later. What I'm focusing on is a different issue

1 here, Mr. Campbell.
 2 And perhaps I should just ask the direct
 3 question.
 4 A. Okay.
 5 Q. Do you allege or claim that you ever
 6 told Mr. Kvamme that you claimed an interest in the
 7 land north of the fence?
 8 A. I attempted to.
 9 Q. Do you allege or claim that you ever
 10 told Mr. Kvamme that you claim an interest in the
 11 land north of the fence, yes or no?
 12 A. No.
 13 Q. Okay.
 14 A. He never gave me the opportunity to.
 15 Q. All right. But you at least admit you
 16 didn't tell him that you claimed an interest in the
 17 land north of the fence?
 18 A. I attempted to.
 19 Q. That's fine, but you just told me he
 20 didn't let you finish, and so you didn't.
 21 A. Exactly.
 22 Q. Now, let's go back to this common
 23 building block. If you never told him that you
 24 claimed an interest in the land north of the fence,
 25 isn't it equally true that you never gave him

1 permission to use the land north of the fence?
 2 MR. MANWARING: Object to the form. Go
 3 ahead and answer.
 4 THE WITNESS: No, I didn't give him
 5 permission to use the land.
 6 Q. (BY MR. SEAMONS:) Okay. And isn't it
 7 also true that you never gave him consent to use the
 8 land north of the fence?
 9 A. True.
 10 Q. And you never gave him any other form of
 11 authorization to use the land north of the fence,
 12 correct?
 13 MR. MANWARING: Objection. Go ahead and
 14 answer.
 15 THE WITNESS: No.
 16 Q. (BY MR. SEAMONS:) And, furthermore, you
 17 never recorded a written instrument and the records
 18 of Bonneville County claiming that you had an
 19 interest in the land north of the fence, did you?
 20 A. No.
 21 Q. Or a written instrument that alleged he
 22 was occupying that land with your permission, did
 23 you?
 24 A. No.
 25 Q. Or a written instrument stating or

1 never recorded such an instrument, did he?
 2 A. Not to my knowledge.
 3 Q. And your father never granted permission
 4 to the Killians to use and occupy the land over the
 5 fence, did he?
 6 A. Not to my knowledge.
 7 Q. And he never gave them any consent or
 8 other form of authorization to use and occupy that
 9 land, did he?
 10 A. Well, that's another one of them hazy,
 11 gray areas. Again, it was brother-in-law and sister
 12 occupying adjacent properties, and this goes back to
 13 square one when everybody had an active part in
 14 running what great granddad and grandpa had.
 15 Q. But of your own personal knowledge,
 16 you're not aware of any of those things, are you,
 17 because he passed away even before you were born,
 18 true?
 19 A. True.
 20 MR. MANWARING: Who's the he he was
 21 talking about?
 22 Q. (BY MR. SEAMONS:) Grandfather Hyrum
 23 passed away before you were born, correct?
 24 A. Correct.
 25 Q. You do not dispute or contend in this

1 declaring that you had an ownership interest in any
 2 of the land north of the fence, did you?
 3 A. No.
 4 Q. Again, with reference to his predecessor
 5 and grantor in title, and that is Delbert Henry
 6 Killian and Mary C. Killian, you likewise never
 7 granted permission to them to use and occupy the
 8 land north of the fence, did you?
 9 A. No.
 10 Q. And you never gave them consent to use
 11 and occupy the land north of the fence?
 12 A. No.
 13 Q. You never gave them any other form of
 14 authorization to use and occupy the land north of
 15 the fence?
 16 A. No.
 17 Q. And with reference to their use and
 18 occupancy, again, you never recorded a written
 19 instrument in the records of Bonneville County
 20 stating that they were using it with your permission
 21 or that you had an interest in it or claimed
 22 ownership in it, did you?
 23 A. No.
 24 Q. And in light of the fact that your
 25 interest only began in 1981, your father likewise

1 case that Mr. Kvamme has failed to pay all of the
 2 taxes that have been levied and assessed against the
 3 north half of the northeast quarter, do you?
 4 A. No.
 5 Q. And, in fact, you do not contend or
 6 allege in this case that his predecessor and grantor
 7 in title, Delbert Killian and Mary Killian, did not
 8 pay all of the taxes that were levied and assessed
 9 against the north half of the northeast quarter, do
 10 you?
 11 A. No, I don't.
 12 Q. And, in fact, you would concede and
 13 admit that both Mr. Kvamme and his predecessor in
 14 title have paid all of the taxes on the north half
 15 of the northeast quarter, whether state, county,
 16 municipal, or otherwise, correct?
 17 MR. MANWARING: Objection. Go ahead and
 18 answer.
 19 THE WITNESS: Well, I'd have no personal
 20 knowledge of that.
 21 Q. (BY MR. SEAMONS:) And you have no
 22 evidence to the contrary, do you?
 23 A. No.
 24 Q. I would next like to talk to you about
 25 who built the fence, when they built the fence, and

1 why they built the fence, and I know that this is
 2 going to be a fertile ground for disagreement.
 3 A. Okay.
 4 Q. But I want to go through some
 5 preliminary questions where there may not be
 6 disagreement, but I'll find out.
 7 A. Okay.
 8 Q. And I want to get to the nuts and bolts
 9 of who, when, and why. But from a preliminary
 10 standpoint let me ask a few questions.
 11 Irrespective of the fences that we've
 12 been discussing, of your own personal knowledge, do
 13 you know the boundary, the line of separation, the
 14 boundary between the north half of the northeast
 15 quarter and the south half of the northeast quarter
 16 of Section 17?
 17 A. Yes.
 18 Q. How do you know that?
 19 A. Survey.
 20 Q. Okay. So, again, with reference to your
 21 personal knowledge, what I understand from your
 22 answer is you had a survey done at 2009 by Mr. Kevin
 23 Thompson, correct?
 24 A. Yes, sir.
 25 Q. And your allegation is that survey shows

1 that runs east and west across the property, does
 2 not mark the boundary, correct?
 3 A. Correct.
 4 Q. That's your allegation. That it does
 5 not fix the boundary?
 6 A. No.
 7 Q. And your contention is the true and
 8 correct boundary is somewhere north of that fence?
 9 A. Correct.
 10 Q. The basis or evidence that you would
 11 tender to me to support your allegation, would be
 12 the survey from Mr. Kevin Thompson, correct?
 13 A. Correct.
 14 Q. And with the exception of that survey,
 15 you have no other evidence of the boundary between
 16 the north half and the south half of the northeast
 17 quarter of Section 17, do you?
 18 MR. MANWARING: Object to the form. You
 19 can go ahead and answer.
 20 THE WITNESS: There's the survey done
 21 when I first occupied the land. There was the
 22 survey done before that when my dad occupied the
 23 land.
 24 Q. (BY MR. SEAMONS:) Yesterday we talked
 25 about those surveys as having been a possibility,

1 a boundary and a fence, correct?
 2 A. Correct.
 3 Q. All right. That's not your knowledge.
 4 Mr. Kevin Thompson did that survey. I'm talking
 5 about your personal knowledge.
 6 Of your own personal knowledge, do you
 7 know the boundary, the actual boundary, the true and
 8 correct boundary, between the north half of the
 9 northeast quarter and the south half of the
 10 southeast quarter of Section 17?
 11 A. Not the exact, no.
 12 Q. And when you say not the exact boundary,
 13 no, by that you would also agree that you're
 14 uncertain as to the true and correct boundary
 15 between the north half and the south half of the
 16 northeast quarter of Section 17?
 17 A. I agree. I would be uncertain, as would
 18 everybody else.
 19 Q. Now, notwithstanding the fact that you
 20 are uncertain about that boundary, your contention
 21 in this case is that the boundary is in dispute,
 22 correct?
 23 A. Correct.
 24 Q. And your claim is the fence that we have
 25 been discussing, the northernmost interior fence

1 but my understanding of your testimony was, of your
 2 own personal knowledge, whether your father did or
 3 did not ever get such a survey was speculative,
 4 correct?
 5 A. Correct.
 6 Q. And with reference to the one that you
 7 may have gotten in 1981, that, too, is speculative.
 8 You can't even remember, correct?
 9 A. It has been a few days, yes, but I don't
 10 think my mortgage holder would have loaned on it had
 11 it have been speculative.
 12 Q. But whether they would or would not have
 13 loaned on it, that too is speculative. You're not
 14 the mortgage guy, are you?
 15 A. No, I'm not the mortgage guy.
 16 Q. All right. So, really, Mr. Campbell,
 17 when you boil this thing down, and we'll get to the
 18 who, why, and when in just a moment, but when you
 19 boil this case down to some simple propositions,
 20 with exception to the survey by Mr. Kevin Thompson,
 21 you have no other evidence that the fence does not
 22 mark the boundary, do you?
 23 MR. MANWARING: Object as to form. Go
 24 ahead and answer.
 25 THE WITNESS: Well, in that light, I

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1 suppose not.
 2 Q. (BY MR. SEAMONS:) And you have no other
 3 evidence that the fence does not fix the boundary,
 4 do you?
 5 MR. MANWARING: Object to form. You can
 6 answer.
 7 THE WITNESS: I think we need to go off
 8 the record.
 9 MR. MANWARING: Okay.
 10 MR. SEAMONS: I'd like to have that
 11 question answered before we go off the record. That
 12 was a fair question.
 13 THE WITNESS: And it was, if you
 14 wouldn't mind repeating.
 15 Q. (BY MR. SEAMONS:) Yeah. And my
 16 question was, with the exception of the survey, you
 17 have no other evidence that the fence does not fix
 18 the boundary, correct?
 19 A. Correct.
 20 MR. MANWARING: Object as to form. You
 21 can still answer.
 22 THE WITNESS: I answered correct.
 23 Q. (BY MR. SEAMONS:) Okay. Let's go ahead
 24 and take a break, and we'll come back with who,
 25 when, and why.

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1 THE VIDEOGRAPHER: We'll now go off the
 2 record.
 3 (Discussion off the record.)
 4 THE VIDEOGRAPHER: We are now on the
 5 record.
 6 Q. (BY MR. SEAMONS:) Thank you.
 7 During the discovery process in this
 8 case, Mr. Campbell, we served an interrogatory on
 9 you, Interrogatory Number 14, to be specific, that
 10 asked who built the fence. And your answer to that
 11 was you believed Hyrum Campbell built the fence.
 12 And so now I want to go into the next
 13 section here and that is who built it, when they
 14 built it, and why they built it. We'll start with
 15 who.
 16 In light of the fact that your
 17 grandfather passed away, Hyrum, passed away before
 18 you were born in 1946, why do you believe that he
 19 was the one that built this fence?
 20 A. I don't think he was the one that built
 21 it. The fence, to my knowledge, was there when the
 22 property was first purchased.
 23 Q. And by first purchased, you mean in
 24 1937?
 25 A. 1937.

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1 Q. By Charlotte?
 2 A. No. That would have been Hannah.
 3 Q. Hannah granted the property to Charlotte
 4 in 1937?
 5 A. Well, I believe the fence was there
 6 before the Davises brought the property.
 7 Q. Okay. Do you know in what year Hannah
 8 and her husband bought the property?
 9 A. No, I don't.
 10 Q. Why do you believe the fence was there
 11 even as early as that date?
 12 A. It was the property itself that my
 13 grandfather and great grandfather and the Davises
 14 were all interested in because of the diversity of
 15 soils on that hundred and sixty acres.
 16 Most of the farming in the area was done
 17 by horse drawn implement, and that's what made that
 18 property so attractive to them because of the
 19 diversity of soils across the property.
 20 Q. Okay. So with reference, then, to your
 21 answer to Interrogatory Number 14 that you believe
 22 Hyrum Campbell constructed the fence, your testimony
 23 today would be you have no personal knowledge that's
 24 accurate, and it may have been, in fact, long before
 25 him?

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1 A. Exactly.
 2 Q. In simple terms, you don't know who
 3 constructed that fence, do you?
 4 A. No, I don't.
 5 Q. And a word we've used now several times
 6 would be speculative and that is whether it was
 7 Hyrum or some person before him, long before him
 8 would be raw speculation at this point?
 9 A. Yes.
 10 Q. In Interrogatory Number 15, we asked
 11 when the fence was constructed, no matter who did
 12 it, when it was constructed. Your answer there was
 13 you didn't know.
 14 A. No.
 15 Q. And I take it you mean that at face
 16 value that you simply don't know when that fence was
 17 constructed?
 18 A. I don't.
 19 Q. And you have no personal knowledge of
 20 it, and everything in that regard would be, again,
 21 just raw speculation.
 22 A. Yup.
 23 Q. That, in turn, would mean that of your
 24 knowledge, whoever constructed the fence and
 25 whenever they constructed it, may or may not have

1 known the boundaries of the northeast quarter,
2 true?
3 A. I don't think that was a concern. They
4 owned the entire hundred and sixty acres. What
5 difference would it make where they put a fence if
6 they owned it.
7 Q. Well -- but if we don't know who
8 constructed it and when they constructed it, you
9 obviously don't know if they knew where the
10 boundaries were for the northeast quarter, do you?
11 A. No.
12 Q. That, again, would be speculation.
13 A. Exactly.
14 Q. And we could even take that down one
15 level and say that you don't know if they knew where
16 the north half was located or where the south half
17 was located of the northeast quarter, do you?
18 A. No.
19 Q. Again, that would be conjecture and
20 speculation.
21 A. Uh-huh.
22 Q. Thus, as far as you know of your own
23 personal knowledge, whoever built the fence and
24 whenever they built the fence, may have been
25 uncertain of the boundary between the north half and

1 the south half of the northeast quarter, right?
2 MR. MANWARING: Objection as to form.
3 Go ahead and answer.
4 THE WITNESS: I don't think that was
5 ever their concern.
6 Q. (BY MR. SEAMONS:) But, again, based on
7 your personal knowledge, you don't know.
8 A. On my personal knowledge, I don't know.
9 I, on my own personal knowledge, don't see why they
10 would put a fence there except for a convenience
11 fence.
12 Q. That would be your speculation, but as
13 to what they knew, you don't know if they knew the
14 actual boundary between the north half and the south
15 half of the northeast quarter, do you?
16 MR. MANWARING: Objection to form. Go
17 ahead and answer.
18 THE WITNESS: No, I don't. I can't
19 speak for those people.
20 Q. (BY MR. SEAMONS:) So as far as you know
21 that person, whoever it was and whenever it was, may
22 have been uncertain about the boundary?
23 A. Again, I don't think it matters to them.
24 They owned the whole hundred sixty. What's the
25 point other than putting a convenience fence in?

1 Q. I understand that's your allegation that
2 the fence is a convenience fence, but the point is
3 they may have been uncertain about the boundary, and
4 you just don't know, do you?
5 MR. MANWARING: Objection as to the form
6 of the question.
7 THE WITNESS: I don't think they
8 cared.
9 MR. SEAMONS: Just answer my question.
10 MR. MANWARING: Same objection.
11 THE WITNESS: You're asking me to make
12 an assumption for people who aren't even alive
13 anymore.
14 Q. (BY MR. SEAMONS:) But based on your
15 personal knowledge, they may have been uncertain
16 about the boundary; isn't that true?
17 MR. MANWARING: Object as to form.
18 THE WITNESS: When I put the fence down
19 the south side of my pasture, I did that for my
20 convenience.
21 Q. (BY MR. SEAMONS:) I understand,
22 Mr. Campbell. But this fence --
23 A. Okay. When that fence was put in, I'm
24 sure it was a fence of convenience because the
25 individuals who owned the property owned both sides

1 on either side of the fence. It really didn't
2 matter where it went in except as a convenience to
3 them.
4 Q. I understand that's your argument, but
5 we've already established you don't know who built
6 the fence or when they built the fence and therefore
7 you don't know if they were certain about the
8 boundary, do you?
9 MR. MANWARING: Objection as to form.
10 You can answer. I think it's been asked and
11 answered as well, but you can --
12 MR. SEAMONS: He's trying hard not to
13 answer it, but it's a pretty straightforward
14 question.
15 You don't know, do you?
16 MR. MANWARING: It's an objectionable
17 question. Go ahead and answer.
18 THE WITNESS: I don't know, but I don't
19 see what would matter to them. If they own the
20 entire piece, who cares where the fence goes as long
21 as it's convenient for you and what you desire in
22 your fence.
23 Q. (BY MR. SEAMONS:) And conversely, then,
24 since you don't know if they knew and were certain
25 about the boundary, for all you know, based on your

1 own personal knowledge, that fence may have fixed
2 the boundary, true?
3 MR. MANWARING: Objection.
4 THE WITNESS: No, I don't agree to that
5 at all. My dad told me when I was ten, twelve years
6 old that that fence wasn't the boundary.
7 Q. (BY MR. SEAMONS:) Well, I understand
8 that's your allegation --
9 A. Okay.
10 Q. -- and we'll come back and talk about
11 those conversations later.
12 A. Okay.
13 Q. But of your own personal knowledge as
14 far as you know, that fence, at the time the person
15 built it, whenever it was and whoever it was, may
16 have fixed the boundary of the south half and the
17 north half of the northeast quarter, right?
18 MR. MANWARING: Object as to form. You
19 can try to answer that.
20 THE WITNESS: I don't really think so.
21 Q. (BY MR. SEAMONS:) I know you may not
22 think so, but based on your own personal knowledge,
23 that's a possibility, isn't it?
24 MR. MANWARING: Object as to form. I
25 think it's asked and answered.

1 that constructed it, you don't know why they put
2 that fence in the location where it stands to this
3 day, do you?
4 A. No, I don't.
5 MR. MANWARING: Objection as to form.
6 You can answer.
7 Q. (BY MR. SEAMONS:) You would agree with
8 me that that fence has been there for a long period
9 of time.
10 A. Correct.
11 Q. I'm going to give you a chance now to
12 give me your bit of speculation.
13 Why do you think that person, whoever it
14 was and whenever it was, would construct that fence
15 in the wrong spot?
16 MR. MANWARING: Objection as to form.
17 Assumes facts not in evidence.
18 THE WITNESS: I don't know that it's a
19 wrong spot. For that person who constructed that
20 fence, it might have been the correct spot.
21 Q. (BY MR. SEAMONS:) Fair enough. Let me
22 rephrase the question.
23 Whenever it was and whoever it was, why
24 do you think they built that fence not on the
25 alleged boundary between the north half and the

1 Q. (BY MR. SEAMONS:) True?
2 A. You're asking me to agree to something
3 that I can't agree to. I would have to assume that
4 they were putting a fence for north and south
5 boundary. Again, I'm assuming.
6 Q. It would be speculative.
7 A. Very much so. So I really don't. I
8 didn't know those people, I don't know why the fence
9 was put in there. I can't answer that.
10 Q. And I think that's the key. You admit
11 you don't know why that person, whenever it was, put
12 that fence where it is, do you?
13 A. I would believe it would be a fence of
14 convenience.
15 Q. I understand what you believe, but of
16 your own personal knowledge, you don't know why they
17 did it, do you?
18 A. All I can tell you is what my dad told
19 me.
20 Q. And we'll go to those conversations
21 later.
22 A. Okay.
23 Q. But, again, Mr. Campbell, of your own
24 personal knowledge, of your own personal knowledge,
25 whenever that fence was erected and whoever it was

1 south half of the northeast quarter?
2 MR. MANWARING: Objection as to form.
3 You can try to answer it.
4 THE WITNESS: Because there was no north
5 half and south half. It was a fence of convenience.
6 He owned the entire hundred and sixty acres. It was
7 pretty much his business where he put a fence.
8 Q. (BY MR. SEAMONS:) You assume that the
9 person owned the entire one sixty. You don't know
10 that of your own personal knowledge, though, do you?
11 You've already established you don't know who did it
12 and when they did it, correct?
13 A. Correct.
14 Q. Now, you say there was no north half,
15 there was no south half. There has always been a
16 north half and a south half of the northeast
17 quarter. In fact, there's an east half and the west
18 half of the northeast quarter, true?
19 A. Agreed, yes.
20 Q. So when you say there was no north half
21 and south half, you're actually arguing that the
22 person put the fence wherever he wanted as a
23 convenience to him.
24 That's your argument, correct?
25 A. Correct.

1 Q. Why, then, do you think that the person,
2 whoever it was, did not construct the fence on the
3 true boundary as you allege in this case between the
4 north half and the south half?

5 MR. MANWARING: Objection as to form.

6 You can try to answer that.

7 THE WITNESS: It's a convenience
8 fence.

9 Q. (BY MR. SEAMONS:) I understand that's
10 your allegation.

11 A. Okay. It's also my allegation that the
12 farming was done with livestock, with horses, horse
13 drawn equipment. And in order to have horse drawn
14 equipment, you have to have facilities for horses,
15 which my dad's place, up until the fifties, late
16 fifties, early 1960's was set up as a horse handling
17 operation. All the fences on the farm were all
18 substantial fences for controlling livestock, so....

19 Q. And even this fence would be a
20 substantial fence --

21 A. Yes.

22 Q. -- minus your concerns about the state
23 of repair.

24 A. Yes, at that time it was.

25 Q. Now, I understand your answer there, but

1 Q. (BY MR. SEAMONS:) Have you reviewed
2 Mr. Thompson's survey?

3 A. Yeah. It's out more than a foot at one
4 end.

5 Q. I thought it was fifteen feet all the
6 way across?

7 A. No, I don't think so.

8 Q. It's off?

9 A. The fence is.

10 Q. So the fence is not run straight across
11 the property?

12 MR. MANWARING: Objection as to form,
13 but you can try to answer that.

14 THE WITNESS: It runs as straight as I
15 guess it could be built at the time.

16 Q. (BY MR. SEAMONS:) Okay. Why would a
17 person incur that kind of expense, spend that kind
18 of time, and diligently build that straight of a
19 fence for the time, and build it fifteen feet off
20 the mark?

21 MR. MANWARING: Objection as to form.
22 Go ahead and try to answer.

23 THE WITNESS: My assumption it would be
24 to try and control livestock. If you've never
25 worked for some of those old farmers, and a lot of

1 based on the survey that you have submitted in this
2 case, what you claim to be the boundary between the
3 north half and the south half is fifteen feet north
4 of the fence, true?

5 A. True.

6 Q. Which means we have literally hundreds
7 of thousands of square feet north of that fence,
8 true?

9 A. True.

10 Q. And hundreds of thousands of square feet
11 south of the fence, true?

12 A. True.

13 Q. We also know that whoever it was and
14 whenever it was incurred a substantial expense to
15 buy the wire and the posts, true?

16 A. True.

17 Q. Incurred a substantial amount of time to
18 construct the fence, true?

19 A. True.

20 Q. We know that fence runs straight across
21 the field east to west, not meandering even an inch,
22 true?

23 MR. MANWARING: Objection as to form.

24 THE WITNESS: I don't know that meanders
25 an inch or more.

1 people didn't get the opportunity to, a lot of them
2 would run a sight line and then they'd run a string
3 line always with someone making sure the sight line
4 and the string line agreed.

5 Q. (BY MR. SEAMONS:) Well, that was kind
6 of a chance to, I guess, air ideas on why that
7 person did what he did and when he did it, but,
8 again, going back to the common building block, you
9 simply don't know why they built it where they did,
10 do you?

11 A. No.

12 MR. MANWARING: I'm going to object.

13 MR. SEAMONS: He said no.

14 MR. MANWARING: I understand that,
15 but --

16 MR. SEAMONS: What's your objection?

17 MR. MANWARING: If you're going to ask
18 him to speculate as to why, then we can't keep
19 coming back to say, Well, you really don't know. If
20 you're going to ask him to speculate as to those
21 things, let him speculate.

22 Q. (BY MR. SEAMONS:) He did speculate, and
23 I'm just again referring, the end of the day, you
24 don't know why that person built it where he did, do
25 you?

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1 A. If I had to make an educated guess, it
2 would be for pasture, just to control livestock.
3 Q. But, again, with a simple yes or no, you
4 don't know why they built it where they did, do
5 you?
6 A. No.
7 Q. All right. Now, what we do know is
8 there was time, that's been there for a very long
9 period of time --
10 A. Yes.
11 Q. -- there was time after that day of
12 construction, to move the fence.
13 A. Correct.
14 Q. And several people along the trail could
15 have moved that fence to what you allege is the true
16 and correct boundary between the north half and the
17 south half, correct?
18 A. Correct.
19 Q. So even though you don't know why that
20 person built it where he did, what we do know is he
21 or she never moved it, did he?
22 A. Nope.
23 Q. And in a simple phrase, that person
24 thereafter acquiesced in this location for however
25 long that person remained on the earth, true?

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1 hundred and sixty acres.
2 A. Yes. That's speculation. That's what
3 he told me.
4 Q. So you don't recall that of your own
5 personal knowledge.
6 A. No.
7 Q. You just recall that he farmed all the
8 one sixty.
9 A. Yes.
10 Q. All right. That's important. That
11 again is hearsay. We'll come back to that later.
12 Why didn't your father move the fence to
13 what you claim is the true boundary between the
14 north half and the south half of the northeast
15 quarter?
16 MR. MANWARING: Objection as to form.
17 THE WITNESS: Okay. This is the part
18 where I might get a little bit heated, but you have
19 to understand, we're talking family.
20 Now, you have a one couple with four
21 kids and another couple with six or seven kids.
22 This is in the thirties and the forties and the
23 fifties and the sixties, and --
24 Q. (BY MR. SEAMONS:) All the way up to
25 1989 when he deeded it to you.

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1 MR. MANWARING: Objection as to form.
2 THE WITNESS: Acquiesced?
3 Q. (BY MR. SEAMONS:) Let it stay right
4 where it was.
5 MR. MANWARING: Object as to form.
6 THE WITNESS: Well, it has been there a
7 long time.
8 Q. (BY MR. SEAMONS:) And whoever that
9 person was, he never recorded a document stating or
10 declaring that it didn't mark the boundary that he
11 claimed the property north of the fence or that
12 there was an ownership interest in dispute in
13 connection with it, did he?
14 A. No. Not to my knowledge. Again, I'm
15 speculating.
16 Q. With reference to your father, he was
17 one of those people that could have moved the fence,
18 true?
19 A. True.
20 Q. On Wednesday, you indicated that he
21 farmed the entire one hundred and sixty acres for
22 some period of time, true?
23 A. True.
24 Q. You don't recall when that was, but you
25 do recall that for some time, he farmed all one

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1 A. Exactly.
2 Q. Okay.
3 A. Okay. No one was really in a position
4 to financially undertake moving the fence.
5 Q. Now, that would be speculation on your
6 part, true?
7 A. Yes. It would be true.
8 Q. Okay. But now --
9 A. But you yourself said there was a lot of
10 time and money put into materials to build it.
11 Q. And you agreed with it.
12 A. Yes.
13 Q. Odd that a person would do that in the
14 wrong location, isn't it?
15 MR. MANWARING: Objection as to the form
16 of that question.
17 THE WITNESS: If the person owned the
18 entire hundred and sixty acres, why does it matter
19 where he put the fence?
20 Q. (BY MR. SEAMONS:) Did your father ever
21 own the entire one hundred and sixty acres?
22 A. No.
23 Q. Okay.
24 A. He did --
25 Q. So back to my question.

SHEET 16 PAGE 237

1 A. He did --
 2 Q. Why did --
 3 A. He did --
 4 Q. -- he move it --
 5 A. He did farm --
 6 Q. -- to what you allege is the true and
 7 correct boundary?
 8 MR. MANWARING: You have to wait --
 9 THE WITNESS: Okay.
 10 MR. MANWARING: -- until the question is
 11 asked --
 12 MR. SEAMONS: So since he never owned --
 13 MR. MANWARING: -- before you give your
 14 answer.
 15 Q. (BY MR. SEAMONS:) Since he never owned
 16 the entire one sixty, why didn't he move the fence
 17 to what you allege is the true and correct boundary
 18 in this case?
 19 MR. MANWARING: Objection as to form.
 20 You can try and answer that.
 21 THE WITNESS: It wasn't cost effective.
 22 Couldn't afford it.
 23 Q. (BY MR. SEAMONS:) And that would be
 24 speculation on your part.
 25 A. Yes. That would be speculation on my

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1 MR. MANWARING: You're saying he didn't
 2 record anything that stated that. Is that what
 3 you're asking?
 4 Q. (BY MR. SEAMONS:) That he declared any
 5 kind of ownership interest in the land north of the
 6 fence, did he?
 7 MR. MANWARING: Object as to form.
 8 THE WITNESS: It didn't really matter
 9 where the fence was.
 10 It was his understanding he owned land
 11 the other side of the fence.
 12 Q. (BY MR. SEAMONS:) And that, again, goes
 13 back to the hearsay conversations, we'll go over
 14 those later.
 15 A. Okay.
 16 Q. That's what he allegedly told you,
 17 right?
 18 A. No. That's what he told me. Don't call
 19 me a liar. I'm not alleging anything.
 20 Q. Okay. But your father is not here to
 21 testify --
 22 A. No, he isn't.
 23 Q. -- and that, by definition, is hearsay,
 24 so we'll cover those later.
 25 A. Okay.

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1 part as the kid that grew up with hand-me-down
 2 clothes and having damn little.
 3 Q. Also growing up with a father who owned
 4 eighty acres.
 5 A. Exactly.
 6 Q. Okay. What we do know is that he didn't
 7 move the fence ever, did he?
 8 A. No, he didn't.
 9 Q. And, again, in a phrase, he acquiesced
 10 in its location for a long period of time, didn't
 11 he?
 12 MR. MANWARING: Objection as to form.
 13 THE WITNESS: Acquiesced?
 14 MR. SEAMONS: Consented to right where
 15 it was.
 16 MR. MANWARING: Objection as to form.
 17 THE WITNESS: No, he didn't.
 18 Q. (BY MR. SEAMONS:) He never filed any
 19 kind of document --
 20 A. No, he didn't.
 21 Q. -- declaring or stating it was in the
 22 wrong location, did he?
 23 A. No.
 24 Q. Or that he claimed an interest in any of
 25 the property north of it, did he?

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1 Q. We likewise know that Mary, Delbert,
 2 Delbert, Jr., and that entire side of the family
 3 never moved the fence to what you allege is the true
 4 and correct boundary, did they?
 5 A. No, they didn't.
 6 Q. Why?
 7 MR. MANWARING: Object as to form.
 8 THE WITNESS: I'm pretty sure it had
 9 something to do with money.
 10 Q. (BY MR. SEAMONS:) Again, speculation on
 11 your part.
 12 A. Oh, yeah. Yeah.
 13 Q. You entered upon this property in 1981,
 14 correct?
 15 A. Correct.
 16 Q. And you allege that your father told you
 17 that the land actually extended some distance beyond
 18 the fence as early as the age of six, true?
 19 A. True. Six to ten years old, somewhere
 20 in there.
 21 Q. Why didn't you move the fence to what
 22 you claim is the true and correct boundary?
 23 A. I didn't perceive it as a problem where
 24 the fence and the property boundary was. It was
 25 family on the other side of the fence.

1 Q. What difference does that make?
 2 A. Well, I guess your family is different
 3 than mine.
 4 Q. What we do know is you never moved it,
 5 did you?
 6 A. No, I didn't.
 7 Q. And, in fact, you acquiesced in its
 8 location and left it right where it is, true?
 9 MR. MANWARING: Objection as to form.
 10 You can try and answer.
 11 THE WITNESS: I left it where it is.
 12 Q. (BY MR. SEAMONS:) When did you build or
 13 move your hand onto that 1.41 acre parcel that your
 14 father gave to you in 1981?
 15 A. In 1981.
 16 Q. The same year?
 17 A. Yes.
 18 Q. How close to the fence does your home
 19 sit?
 20 A. I don't know for sure. I'd have to go
 21 measure.
 22 Q. Why didn't you move the fence at that
 23 time to what you allege is the true and correct
 24 boundary between the properties?
 25 MR. MANWARING: Objection as to form.

1 Q. And you did not otherwise have the money
 2 to move the fence to what you allege is the true and
 3 correct boundary?
 4 MR. MANWARING: Objection.
 5 THE WITNESS: You're right. I didn't.
 6 Q. (BY MR. SEAMONS:) After moving onto the
 7 property, it sounds like you began to run some
 8 horses on the property?
 9 A. Correct.
 10 Q. You now have corrals and pastures
 11 identified on the property?
 12 A. I do.
 13 Q. You've constructed other improvements
 14 and outbuildings on the property?
 15 A. No.
 16 Q. There are no other outbuildings, sheds,
 17 barns of any kind?
 18 A. There's a two-sided shed.
 19 Q. Okay. So we do have some outbuildings
 20 that you've put onto the property, correct?
 21 A. I don't think it qualifies as an
 22 outbuilding. More like a leanto.
 23 Q. And you've planted lawns, gardens,
 24 true?
 25 A. True.

1 THE WITNESS: Money.
 2 Q. (BY MR. SEAMONS:) So your testimony is
 3 that --
 4 Did your father sell that land to you or
 5 give it to you?
 6 A. He gave it to me.
 7 Q. So notwithstanding the free land, you
 8 didn't have the money --
 9 A. No, I didn't.
 10 Q. -- to --
 11 A. I married a woman with four kids. We
 12 added one more.
 13 Q. Sometime after you acquired that
 14 one-acre parcel and moved the home onto it -- did
 15 you pay for that home, by the way?
 16 A. It's in mortgage.
 17 MR. MANWARING: Objection as to form.
 18 Q. (BY MR. SEAMONS:) Has that mortgage
 19 been there since 1981?
 20 A. Yes.
 21 Q. That would be thirty years this year?
 22 A. Yes.
 23 Q. And you borrowed the money, I guess, to
 24 buy that home and move it onto the property?
 25 A. Yes.

1 Q. And you have kept up with the pasture,
 2 true?
 3 A. Tried to.
 4 Q. Why over all those years didn't you move
 5 the fence to what you allege is the true and correct
 6 boundary between the properties?
 7 MR. MANWARING: Objection.
 8 THE WITNESS: Didn't have the money.
 9 Q. (BY MR. SEAMONS:) With reference to
 10 your property now only, and that is the property
 11 south of this fence, and if you would like you could
 12 include the portion north of the fence that you
 13 claim as your property, I need a list of all of the
 14 people that you've ever rented your property to.
 15 Sounds like Mr. Kvamme at some point in
 16 time --
 17 A. Yes.
 18 Q. -- was a tenant, so Craig Kvamme. Who
 19 else?
 20 A. Flat Rock Ranches, Mike Smith, Mark
 21 Berry.
 22 I'm sure there's one or two more in
 23 there, but I can't remember right off the top of my
 24 head.
 25 Q. Who was your point of contact, so to

1 speak, with Flat Rock Ranches?
 2 A. Jo Fife. Josephine Fife.
 3 Q. Out of Menan?
 4 A. No. She lives in Ammon.
 5 Q. Okay. What year, or to the best of your
 6 recollection, what approximate year did Mr. Kvamme
 7 rent your property?
 8 A. I'm not really sure. 2005, '6,
 9 somewhere in there.
 10 Q. How about Flat Rock Ranches?
 11 A. They've had it the last two years.
 12 Q. Mike Smith?
 13 A. That was before Mr. Kvamme had the
 14 land.
 15 Q. For how many years, approximately?
 16 A. Mike? Oh, three or four.
 17 Q. And before him, Mark Berry rented the
 18 property?
 19 A. No. Mark Berry was after Mike Smith.
 20 Q. Okay. How long did he rent the
 21 property?
 22 A. Mark, three or four years.
 23 Q. Have there been any other people that
 24 you've allowed to use or occupy your property?
 25 A. No.

1 Q. On the first day of your deposition, you
 2 testified that you listed the property with Don
 3 Mickelson.
 4 A. Yes.
 5 Q. Have you ever listed your property with
 6 any other person?
 7 A. No.
 8 Q. And by "person," I would also include
 9 agencies.
 10 A. No.
 11 Q. Okay. You also mentioned that Rowdy
 12 Construction was a prospective buyer for your
 13 property.
 14 Have you ever had any other prospective
 15 buyers of your property?
 16 A. No.
 17 Q. We talked earlier about Mr. Kvamme, and
 18 I'll go through the list one by one, but, again, you
 19 never notified him that you claimed an ownership
 20 interest in any of the land north of the fence, did
 21 you?
 22 A. No.
 23 Q. Have you ever notified Flat Rock Ranches
 24 that you claim an ownership interest in any of the
 25 land north of the fence?

1 A. No.
 2 Q. Have you ever notified Flat Rock Ranches
 3 that you allege the fence is not the true and
 4 correct boundary between the properties?
 5 A. No.
 6 Q. Did you ever notify Mike Smith?
 7 A. No.
 8 Q. Did you ever notify Mark Berry?
 9 A. No.
 10 Q. Did you ever notify Don Mickelson?
 11 A. I did tell him that I thought that the
 12 property line was on the far side of the fence.
 13 Q. And that conversation is what
 14 precipitated his letter to my client right before
 15 this litigation began, correct?
 16 A. I don't know what that letter was.
 17 Q. Oh, all right.
 18 A. So I can't tell.
 19 Q. I guess a different point of reference,
 20 then, would be that conversation with Mr. Mickelson
 21 occurred after you got the survey from Kevin
 22 Thompson, correct?
 23 A. Yes.
 24 Q. All right. Did you ever tell Rowdy
 25 Construction or notify them that you claimed an

1 ownership interest in the property north of the
 2 fence?
 3 A. No.
 4 Q. Or that in your allegation in this case,
 5 that the fence does not mark the true and correct
 6 boundary between the properties?
 7 A. No. Never went that far.
 8 Q. Have you ever enrolled your property in
 9 any governmental programs such as CRP, Conservation
 10 Reserve Property, any program under the USDA?
 11 A. My pasture is.
 12 Q. What program?
 13 A. I don't remember.
 14 Q. Any other governmental programs of any
 15 kind or nature?
 16 A. No.
 17 Q. Do you claim that you have water rights
 18 that are appurtenant to your property?
 19 A. Yes, I do.
 20 Q. Are those through an irrigation
 21 company?
 22 A. Yes, they are.
 23 Q. Which one?
 24 A. I'm trying to think of what the canal
 25 company is. Drawing a blank.

1 Q. That's okay. Did the canal company file
2 a claim in the Snake River Basin adjudication
3 regarding those water rights, or did you file your
4 own claim?
5 A. No.
6 Q. Did you ever remember filing a claim
7 regarding water rights with the SRBA.
8 A. No, I don't.
9 Q. Okay. That's fine.
10 With reference to the governmental
11 program in which you've got your pasture enrolled,
12 did you ever notify that program that you claimed an
13 interest in any of the land north of the fence?
14 A. No.
15 Q. Did you ever notify that program that
16 you alleged that the fence does not mark the true
17 and correct boundary between the properties?
18 A. No.
19 Q. How about the canal company? Did you
20 ever notify them?
21 A. No.
22 Q. You acknowledge and admit that you have
23 never enclosed the ground north of the fence that
24 you allege is your property in this case, don't
25 you?

1 Q. All right. But you do acknowledge and
2 admit that Mr. Kvamme and his predecessors in title
3 have always cultivated and otherwise improved the
4 land that you claim as your property north of the
5 boundary, correct?
6 A. Correct.
7 Q. You likewise acknowledge and admit that
8 you've never irrigated any of the land located north
9 of the fence that you claim as your property?
10 A. Well, that's debatable, but, okay, I'll
11 agree.
12 Q. You've never put that ground located
13 north of the fence in production for your purposes,
14 have you?
15 A. No.
16 Q. You also acknowledge and agree that
17 you've never leased any of that ground located north
18 of the fence to anybody?
19 A. I leased it to Mr. Kvamme, I guess.
20 Q. But you've already acknowledged that you
21 never notified him --
22 A. No.
23 Q. -- that you claim that ground was
24 yours --
25 A. No.

1 A. Yes.
2 Q. And you likewise agree that you have
3 never cultivated or otherwise improved that land
4 north of the fence that you claim as your property,
5 true?
6 A. True.
7 Q. And you likewise agree that you have
8 never pastured or grazed your livestock on that
9 ground located north of the fence that you allege is
10 yours, true?
11 A. True.
12 Q. Conversely, you admit that Mr. Kvamme
13 and his predecessors in title have always enclosed
14 the ground located north of the fence that you
15 allege as your property in this case, correct?
16 MR. MANWARING: Objection as to form on
17 that question.
18 Go ahead and answer.
19 THE WITNESS: Well, I don't know about
20 the enclosed part.
21 Q. (BY MR. SEAMONS:) Again, that goes to
22 the fact that Mr. Kvamme has removed the fence on
23 the far northern boundary and a portion on the
24 eastern boundary, correct?
25 A. Correct.

1 Q. -- correct?
2 A. Correct.
3 Q. All right. And you've never received
4 any rental income from any of the ground located
5 north of that fence that you claim as your property
6 in this case, have you?
7 A. Nope.
8 MR. MANWARING: Objection as to form.
9 Q. (BY MR. SEAMONS:) And you've never
10 received any kind of A share crop for any of the
11 ground located north of the fence that you claim is
12 your property, correct?
13 A. Correct.
14 Q. I do understand that you listed your
15 property for sale with Mr. Mickelson.
16 Did you place a For Sale sign on your
17 property?
18 A. I did.
19 Q. Did you place a For Sale sign next to
20 the fifteen feet north of the property that you
21 claim is your property in this case?
22 A. No.
23 Q. With reference to your personal
24 financial situation since 1981, did you ever price
25 the cost of poles and wire and labor to move the

1 fence?
 2 A. No.
 3 MR. MANWARING: Objection to form.
 4 THE WITNESS: No.
 5 Q. (BY MR. SEAMONS:) Did you ever request
 6 or receive any bids from any third party to move the
 7 fence for you?
 8 MR. MANWARING: Objection as to form.
 9 THE WITNESS: No.
 10 Q. (BY MR. SEAMONS:) Did you ever make any
 11 calculations or mathematical computations on what
 12 you thought would be the cost for labor and
 13 materials to move the fence?
 14 MR. MANWARING: Objection as to form.
 15 THE WITNESS: No.
 16 Q. (BY MR. SEAMONS:) In connection with
 17 Rowdy Construction and their one-time prospective
 18 purchase of the property, did you ever notify
 19 planning and zoning that you claimed any of the
 20 ground located north of the fence as your
 21 property?
 22 A. No.
 23 Q. Did you ever notify planning and zoning
 24 that you allege the fence does not mark the true and
 25 correct boundary?

1 ahead and go off the record.
 2 THE VIDEOGRAPHER: We'll now go off the
 3 record.
 4
 5 (Whereupon, the deposition concluded
 6 sine die at 3:45 p.m.)
 7
 8 *****
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1 A. No.
 2 Q. With the exception of your son and your
 3 stepson, and we talked about those two on day one,
 4 did you notify any other person on the planet that
 5 you allege the fence is not on the true and correct
 6 location on the property?
 7 A. No.
 8 Q. Again, with the exception of your son
 9 and your stepson, have you notified any other person
 10 that you allege that you own any of the ground north
 11 of the property, north of the fence line?
 12 A. Not that I'm aware of.
 13 MR. SEAMONS: That concludes the
 14 questions I had for today.
 15 MR. MANWARING: Let me just ask a few in
 16 follow-up since we're here.
 17 MR. SEAMONS: Now, I will need probably
 18 one more day, but that's all I have for today. I
 19 wasn't sure -
 20 MR. MANWARING: Well, then, let's wrap
 21 it up, and we'll wait for you to finish your
 22 questions.
 23 MR. SEAMONS: Do you want to do that?
 24 Okay. That's fair.
 25 Do you want to look at a - we can go

VERIFICATION

STATE OF _____ }
 COUNTY OF _____ } ss.

I, VEE LEO CAMPBELL, say that I am the witness referred to in the foregoing deposition, taken on Friday, January 28, 2011, consisting of pages numbered 177 to 257; that I have read the said deposition and know the contents thereof; that the same are true to my knowledge, or with corrections, if any, as noted.

PAGE	LINE	SHOULD READ	REASON

VEE LEO CAMPBELL

Subscribed and sworn to before me this
 day of _____, 2011, at _____,
 Idaho.

(Seal)

Notary Public for Idaho
 My Commission Expires _____

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

Attorney for Defendants

11 JUN -7 PM 4:54

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
CAMPBELL,)
)
Plaintiffs,)
)
vs.)
)
JAMES C. KVAMME and DEBRA)
KVAMME,)
)
Defendants.)
_____)

Case No. CV 10-3879

AFFIDAVIT OF BLAKE MUELLER

State of Idaho)
) ss.
County of Bonneville)

I, Blake Mueller, state and declare the following under oath:

1. I am the Bonneville County Assessor.

2. I have personal knowledge of the facts in this affidavit and am competent to testify to the matters stated herein.

3. I previously executed an affidavit in this case, dated April 7, 2011.

4. I did so at the request of Kipp L. Manwaring, attorney of record for V. Leo Campbell and Kathleen Campbell.

5. Mr. Manwaring prepared the affidavit, including, without limitation, the statements contained therein.

6. Paragraph 2 of the affidavit states, in pertinent part, the following:

. . . Bonneville County assesses real property based upon legal descriptions set forth in deeds of record for the property. Bonneville County does not make assessments for real property tax purposes based upon topography of a parcel or the physical location of fence lines.

7. By way of explanation and clarification:

a. If a deed states that the legal description of a parcel of real property is the NE1/4 of a particular section of land, Bonneville County assesses the parcel of real property as 160 acres of land.

b. In this regard, a standard quarter section nominally contains 160 acres, based on the U.S. Public Land Survey System.

c. Bonneville County does not inspect or otherwise view the "topography" or the "physical location of fence lines" in order to determine the size of the parcel of real property for purposes of assessment. Again, Bonneville County simply assesses the parcel of real property as 160 acres of land because a standard quarter section nominally contains 160 acres. Thus, the "topography" and "physical location of fence lines" are not relevant to the size of the assessment.

d. Moreover, Bonneville County does not survey the parcel of real property in order to determine its size for purposes of assessment. Again, Bonneville County simply assesses the parcel of real property as

160 acres of land because a standard quarter section nominally contains 160 acres.

e. Of course, the true and correct size of the parcel of real property could actually be more or less than 160 acres.

f. Thus, upon application or petition, if the owner of record files a valid and lawful survey of the parcel of real property, duly establishing that it actually contains only 158 acres, Bonneville County will thereafter assess the parcel of real property accordingly—that is, it will thereafter assess the parcel of real property as 158 acres.

8. Paragraph 3 of the affidavit—that is, Paragraph 3 of my previous affidavit—states the following:

I am familiar with and have reviewed the real property assessment history for that certain parcel of land currently designated by tax parcel number RP03N38E171802. Attached as Exhibit A and incorporated here by reference is a true and correct copy of Bonneville County's assessment map for that parcel. The assessment for that parcel was made in reliance upon the legal description of the property in deeds of record.

9. By way of explanation and clarification:

a. Mr. and Mrs. Campbell are the owners of record of the foregoing parcel of real property—that is, Parcel No. RP03N38E171802.

b. While the “assessment for that parcel was made in reliance upon the legal description of the property in deeds of record,” Bonneville County did not inspect or otherwise view the “topography” or the “physical location of fence lines” in order to determine the size of the parcel of real property for purposes of assessment. Bonneville County simply assesses

the parcel of real property, based on the "legal description of the property in the deeds of record."

d. Moreover, Bonneville County did not survey the parcel of real property in order to determine its size for purposes of assessment. Again, Bonneville County simply assesses the parcel of real property, based on the "legal description of the property in the deeds of record."

e. Of course, the true and correct size of the parcel of real property could actually be more or less than the size in the "legal description of the property in deeds of record."

10. Paragraph 5 of the affidavit—that is, Paragraph 5 of my previous affidavit—states, in pertinent part, the following:

I am familiar with and have reviewed the real property assessment history for that certain parcel of land currently designated by tax parcel number RP03N38E170008 in Bonneville County, Idaho. That parcel is also shown on Exhibit A attached and incorporated here by reference. The real property assessment for that parcel was made in reliance upon the legal description of the property in deeds of record.

11. By way of explanation and clarification:

a. Mr. and Mrs. Kvamme are the owners of record of the foregoing parcel of real property—that is, Parcel No. RP03N38E170008.

b. While the "assessment for that parcel was made in reliance upon the legal description of the property in deeds of record," Bonneville County did not inspect or otherwise view the "topography" or the "physical location of fence lines" in order to determine the size of the parcel of real property for purposes of assessment. Bonneville County simply assesses

the parcel of real property, based on the "legal description of the property in the deeds of record."

d. Moreover, Bonneville County did not survey the parcel of real property in order to determine its size for purposes of assessment. Again, Bonneville County simply assesses the parcel of real property, based on the "legal description of the property in the deeds of record."

e. Of course, the true and correct size of the parcel of real property could actually be more or less than the size in the "legal description of the property in deeds of record."

12. In addition, with respect to the "legal description" of the foregoing parcel of real property—that is, Parcel No. RP03N38E170008, which, again, is owned by Mr. and Mrs. Kvamme—the legal description is simply the N1/2 of the NE1/4 of Section 17, Township 3 North, Range 38 East of the Boise Meridian, less two small tracts of land. In this regard, please note the following:

a. The legal description is not a legal description, based on metes and bounds—that is, a legal description, based on specific calls of directions and distances from a stated point of beginning.

b. Instead, it is a legal description, based on a standard section of land under the U.S. Public Land Survey System, which nominally contains 640 acres.

c. Based on a standard section of land under the U.S. Public Land Survey System, the N1/2 of the NE1/4 nominally contains 80 acres.

d. Bonneville County did not inspect or otherwise view the "topography" or the "physical location of fence lines" in order to determine whether the N1/2 of the NE1/4 contains 80 acres for purposes of assessment. Bonneville County simply assesses the parcel of real property, based on the nominal acreage of 80 acres under the U.S. Public Land Survey System, less the above-mentioned two small tracts of land.

e. Moreover, Bonneville County did not survey the N1/2 of the NE1/4 in order to determine whether it contains 80 acres for purposes of assessment. Again, Bonneville County simply assesses the parcel of real property, based on the nominal acreage of 80 acres under the U.S. Public Land Survey System, less the above-mentioned two small tracts of land.

f. Of course, the true and correct size of property could actually be more or less than 80 acres. Again, Bonneville County simply assesses the parcel of real property, based on the nominal acreage of 80 acres under the U.S. Public Land Survey System, less the above-mentioned two small tracts of land.

g. For purposes of assessment, the foregoing parcel of real property—that is, Parcel No. RP03N38E170008, which, again, is owned by Mr. and Mrs. Kvamme—is simply described or otherwise listed on the rolls or records of Bonneville County, Idaho, as the N1/2 of the NE1/4, less the above-mentioned two small tracts of land; it is not described or otherwise listed on the rolls or records of Bonneville County, Idaho, based on metes and bounds.

h. Thus, Bonneville County simply assesses the parcel of real property, based on the nominal acreage of 80 acres under the U.S. Public Land Survey System, less the above-mentioned two small tracts of land. Again, however, the true and correct size of the parcel of real property could actually be more or less than 80 acres.

13. Paragraph 5 of the affidavit—that is, Paragraph 5 of my previous affidavit—concludes with the following sentence:

. . . No part of the assessment for that parcel incorporated any portion of tax parcel number RP03N38E171802.

14. By way of explanation and clarification:

a. Bonneville County assesses Parcel No. RP03N38E170008, based on the nominal acreage of 80 acres under the U.S. Public Land Survey System, less the above-mentioned two small tracts of land.

b. The assessment of Parcel No. RP03N38E170008 does not “incorporate” or otherwise include the parcel of real property in Parcel No. RP03N38E171802.

c. However, the assessment of Parcel No. RP03N38E170008 does not fix, determine, or otherwise establish the boundary line between Parcel No. RP03N38E17008 and Parcel No. RP03N38E171802.

d. Again, the true and correct size of Parcel No. RP03N38E17008 could actually be more or less than the 80 nominal acres under the U.S. Public Land Survey System.

e. Moreover, the true and correct size of Parcel No. RP03N38E171802 could actually be more or less than the size in the "legal description of the property in the deeds of record."

f. Thus, the assessment of real property does not fix, determine, or otherwise establish the boundary lines thereof.

15. Finally, with respect to the fence between Parcel No. RP03N38E170008 and Parcel No. RP03N38E171802, please note the following:

a. I am aware of the law of the state of Idaho:

In the case of boundary disputes between contiguous landowners, where one landowner can establish continuous open, notorious, and hostile possession of an adjoining strip of his neighbor's land, and taxes are assessed by lot number or by government survey designation, rather than metes and bounds description, payment of taxes on the lot within which the disputed tract is enclosed satisfies the tax payment requirement.


See Standall v. Teater, 96 Idaho 152, 525 P.2d 347 (1974).

b. I do not know, and I have no opinion, whether the fence sits on the true and correct boundary line between Parcel No. RP03N38E170008 and Parcel No. RP03N38E171802.

c. I do not know, and I have no opinion, whether one "landowner" in this case "can establish continuous open, notorious, and hostile possession of an adjoining strip of his neighbor's land."

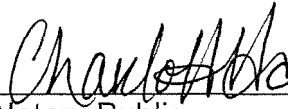
d. I do not know, and I have no opinion, whether the "payment of taxes" on Parcel No. RP03N38E170008 "satisfies the tax payment requirement" on the "disputed tract" in this case.

Dated the 26 day of May, 2011.



Blake Mueller, Bonneville County Assessor

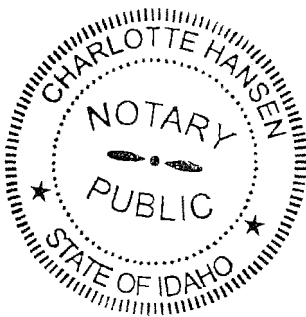
Subscribed and sworn on the 26th day of May, 2011.



Notary Public

Commission expires: 10-6-14

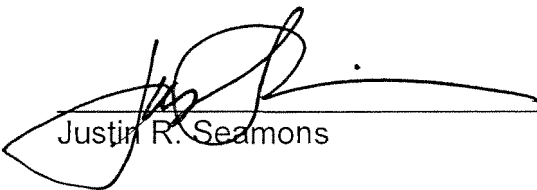
Residing at: Bonneville City, UT



CERTIFICATE OF SERVICE

I served a copy of the foregoing AFFIDAVIT OF BLAKE MUELLER on the following person on the 7th day of June, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271


Justin R. Seamons

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

Attorney for Defendants

BONNEVILLE COUNTY
11 JUN -7 PM 4:53

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
CAMPBELL,)
)
Plaintiffs,)
)
vs.)
)
JAMES C. KVAMME and DEBRA)
KVAMME,)
)
Defendants.)
_____)

Case No. CV 10-3879

AFFIDAVIT OF MARK HANSEN

State of Idaho)
) ss.
County of Bonneville)

I, Mark Hansen, state and declare the following under oath:

1. I am the Bonneville County Treasurer.
2. I have personal knowledge of the facts in this affidavit and am competent to testify to the matters stated herein.
3. I previously executed an affidavit in this case, dated May 11, 2011.
4. I did so at the request of Kipp L. Manwaring, attorney of record for V. Leo Campbell and Kathleen Campbell.

5. *Left blank intentionally.*

6. Paragraph 4 of the affidavit states, in pertinent part, the following:

. . . Based upon readily available records, since 1988, the Campbells or their lender have paid all real property taxes on those parcels. Based upon those records, no other person has paid any portion of the taxes assessed for those parcels.

7. By way of explanation and clarification:

a. Mr. and Mrs. Campbell are the owners of record of Parcel No. RP03N38E171802.

b. Mr. and Mrs. Campbell, either personally or through their lender, have paid any and all taxes that were levied and assessed against Parcel No. RP03N38E171802 from 1988 to 2010.

c. In fact, Mr. and Mrs. Campbell, either personally or through their predecessors in interest and grantors, have paid any and all taxes that were levied and assessed against Parcel No. RP03N38E171802 before 1988.

d. In other words, the taxes on Parcel No. RP03N38E171802 are current.

e. No taxes are outstanding, past due, or otherwise in default or arrears.

f. Thus, Mr. and Mrs. Campbell, including their predecessors in interest and grantors, have paid any and all taxes, whether state, county,

or municipal, that were levied and assessed against Parcel No. RP03N38E171802 according to law.

8. Paragraph 6 of the affidavit—that is, Paragraph 6 of my previous affidavit—states the following:

According to Bonneville County's records, Mary C. Killian was the record owner of tax parcel number RP03N38E170002 and RE03N38E170008 from 1988 through July 28, 2003. From July 29, 2003, to the present, the record owner of that tax parcel RP03N38E170008 has been James Craig Kvamme. Since 1988, all assessed property taxes on those parcels were paid by either Killian or Kvamme. None of those payments were applied to any other tax parcel, including tax parcel number RP03N38E171802.

9. By way of explanation and clarification:

a. Mr. and Mrs. Kvamme are the owners of record of Parcel No. RP03N38E170008.

b. Mr. and Mrs. Kvamme, either personally or through their predecessors in interest and grantors, have paid any and all taxes that were levied and assessed against Parcel No. RP03N38E170008 from 1988 to 2010.

c. In fact, Mr. and Mrs. Kvamme, either personally or through their predecessors in interest and grantors, have paid any and all taxes that were levied and assessed against Parcel No. RP03N38E170008 before 1988.

d. In other words, the taxes on Parcel No. RP03N38E170008 are current.

e. No taxes are outstanding, past due, or otherwise in default or arrears.

f. Thus, Mr. and Mrs. Kvamme, including their predecessors in interest and grantors, have paid any and all taxes, whether state, county, or municipal, that were levied and assessed against Parcel No. RP03N38E170008 according to law.

10. Paragraph 6 of the affidavit—that is, Paragraph 6 of my previous affidavit—includes the following sentence:

. . . None of those payments were applied to any other tax parcel, including tax parcel number RP03N38E171802.

11. By way of explanation and clarification:

a. The office of the Bonneville County Treasurer “applies” any and all payments to the applicable parcels against which the taxes were levied and assessed.

b. For example, if a taxpayer pays the taxes that were levied and assessed against a parcel of real property, the office of the Bonneville County Treasurer applies the payment to that parcel of real property; conversely, it does not apply the payment to any other parcel of real property.

c. Thus, the office of the Bonneville County Treasurer applied the payments on Parcel No. RP03N38E170008 to Parcel No. RP03N38E170008; it did not apply them to any other parcel of real property, whether RP03N38E171802 or otherwise.

d. However, the levy and assessment of taxes against parcels of real property does not fix, determine, or otherwise establish the boundary lines thereof.

12. With respect to the boundary line between Parcel No. RP03N38E170008 and Parcel No. RP03N38E171802, please note the following:

a. I am aware of the law of the state of Idaho:

In the case of boundary disputes between contiguous landowners, where one landowner can establish continuous open, notorious, and hostile possession of an adjoining strip of his neighbor's land, and taxes are assessed by lot number or by government survey designation, rather than metes and bounds description, payment of taxes on the lot within which the disputed tract is enclosed satisfies the tax payment requirement.

See Standall v. Teater, 96 Idaho 152, 525 P.2d 347 (1974).

b. I do not know, and I have no opinion, whether the fence between Parcel No. RP03N38E170008 and Parcel No. RP03N38E171802 sits on the true and correct boundary line.

c. I do not know, and I have no opinion, whether one "landowner" in this case "can establish continuous open, notorious, and hostile possession of an adjoining strip of his neighbor's land."

d. I do not know, and I have no opinion, whether the "payment of taxes" on Parcel No. RP03N38E170008 "satisfies the tax payment requirement" on the "disputed tract" in this case.

e. Thus, with respect to the statement in Paragraph 4 of the affidavit—that is, Paragraph 4 of my previous affidavit—that "no other

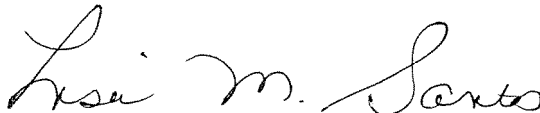
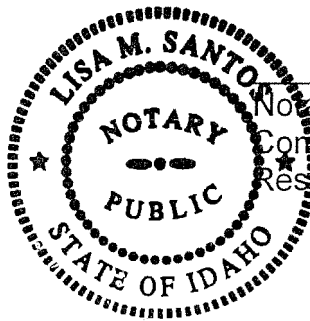
person has paid any portion of the taxes assessed for those parcels," again, I do not know, and I have no opinion, whether the "payment of taxes" on Parcel No. RP03N38E170008 "satisfies the tax payment requirement" on the "disputed tract" in this case.

Dated the 27 day of May, 2011.



Mark Hansen, Bonneville County Treasurer

Subscribed and sworn on the 27 day of May, 2011.



Notary Public

Commission expires:

7/24/13

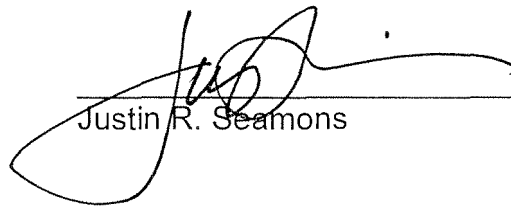
Residing at:

Idaho Falls

CERTIFICATE OF SERVICE

I served a copy of the foregoing AFFIDAVIT OF MARK HANSEN on the following person on the 7th day of June, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271


Justin R. Seamons

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

Attorney for Defendants

BONNEVILLE COUNTY
11 JUN -7 11:45:53

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
CAMPBELL,)
)
Plaintiffs,)
)
vs.)
)
JAMES C. KVAMME and DEBRA)
KVAMME,)
)
Defendants.)
_____)

Case No. CV 10-3879

AFFIDAVIT OF KIM H. LEAVITT

State of Idaho)
) ss.
County of Bonneville)

I, Kim H. Leavitt, state and declare the following under oath:

INTRODUCTION

1. I am over the age of 18.
2. I am a professional land surveyor and duly licensed to practice professional land surveying in the state of Idaho in accordance with Chapter 12, Title 54, of the Idaho Code. See License No. L-4563, issued June 11, 1982.
3. I am competent to testify to the matters stated herein.

4. During the course of my education and practice, I have learned and acquired the education, knowledge, skill, experience, and training to survey real property, to determine the true and correct boundaries thereof, including, without limitation, the true and correct location of fences and other improvements thereon, and to locate and establish, or relocate and re-establish, and mark and perpetuate survey corners in accordance with Chapter 16, Title 55, of the Idaho Code.

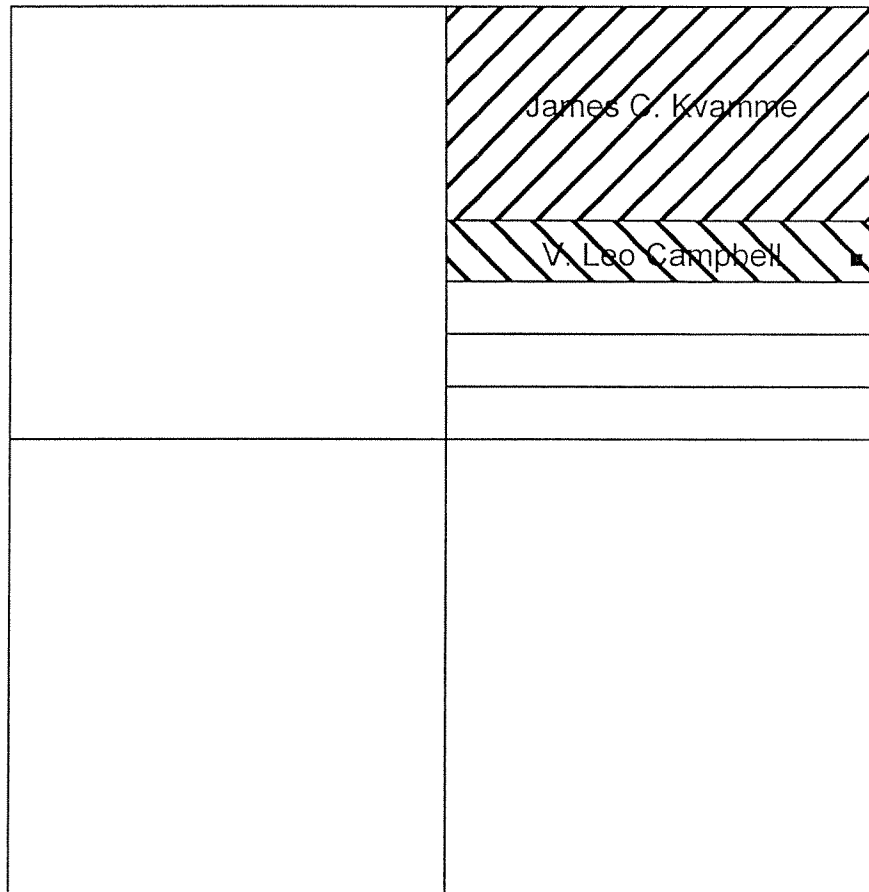
5. I possess the scientific, technical, and specialized knowledge that are necessary and requisite to do the foregoing; thus, I respectfully submit the following affidavit to the court so that it can understand the evidence in this case and determine the facts and issues herein.

6. With respect to the facts and data upon which I have formed my opinions, inferences, and other conclusions herein, please note that the facts and data are of the type that are customarily and reasonably relied upon by experts in the field of professional land surveying in forming opinions, inferences, and other conclusions; therefore, I will duly set forth the facts and data hereinbelow.

7. V. Leo Campbell and Kathleen Campbell own a parcel of real property, located in the NE1/4 of Section 17, Township 3 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho. See EXHIBIT A.

8. In addition, James C. Kvamme and Debra Kvamme own a parcel of real property, located in the NE1/4 of Section 17, Township 3 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho. See EXHIBIT B.

9. The foregoing parcels of real property are contiguous—to wit, the north boundary of the Plaintiffs' parcel of real property is contiguous with the south boundary of the Defendants' parcel of real property:



10. A fence runs across the NE1/4 of Section 17 between the Plaintiffs' parcel of real property and the Defendants' parcel of real property.

11. I understand that the Plaintiffs allege that the fence does not sit on the boundary between the foregoing parcels of real property; instead, the Plaintiffs allege that the fence sits on their parcel of real property and is off by 15 feet. In this regard, I have reviewed the RECORD OF SURVEY of Kevin L. Thompson, dated October 5, 2009. See EXHIBIT C.

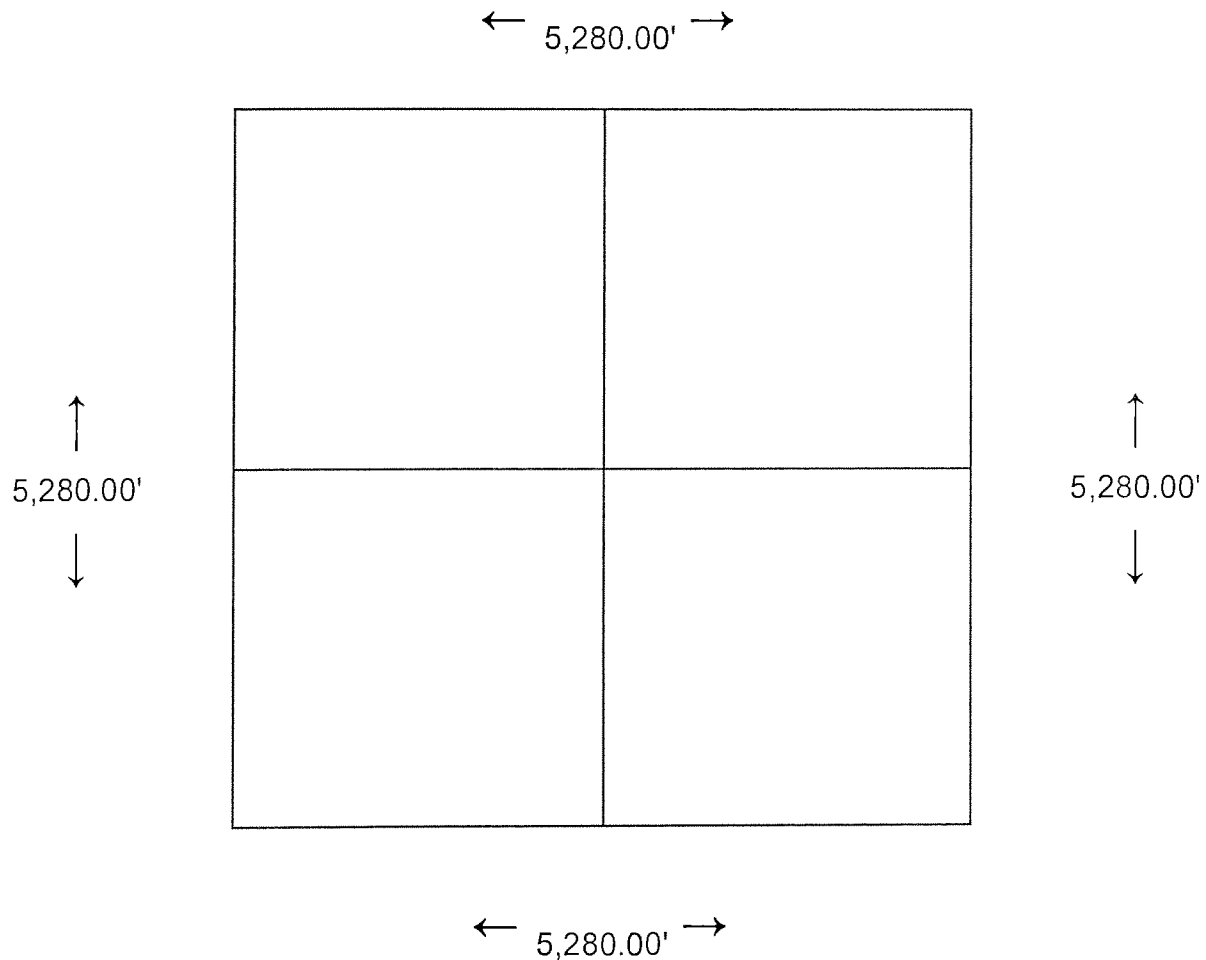
12. In addition, I understand that Mr. and Mrs. Kvamme deny that the fence sits on the Plaintiffs' parcel of real property.

ORIGINAL SURVEY

13. John B. David performed the original survey of Section 17 in 1877. See EXHIBIT D.

14. In this regard, please note that a standard section of land under the U.S. Public Land Survey System nominally contains 640 acres.

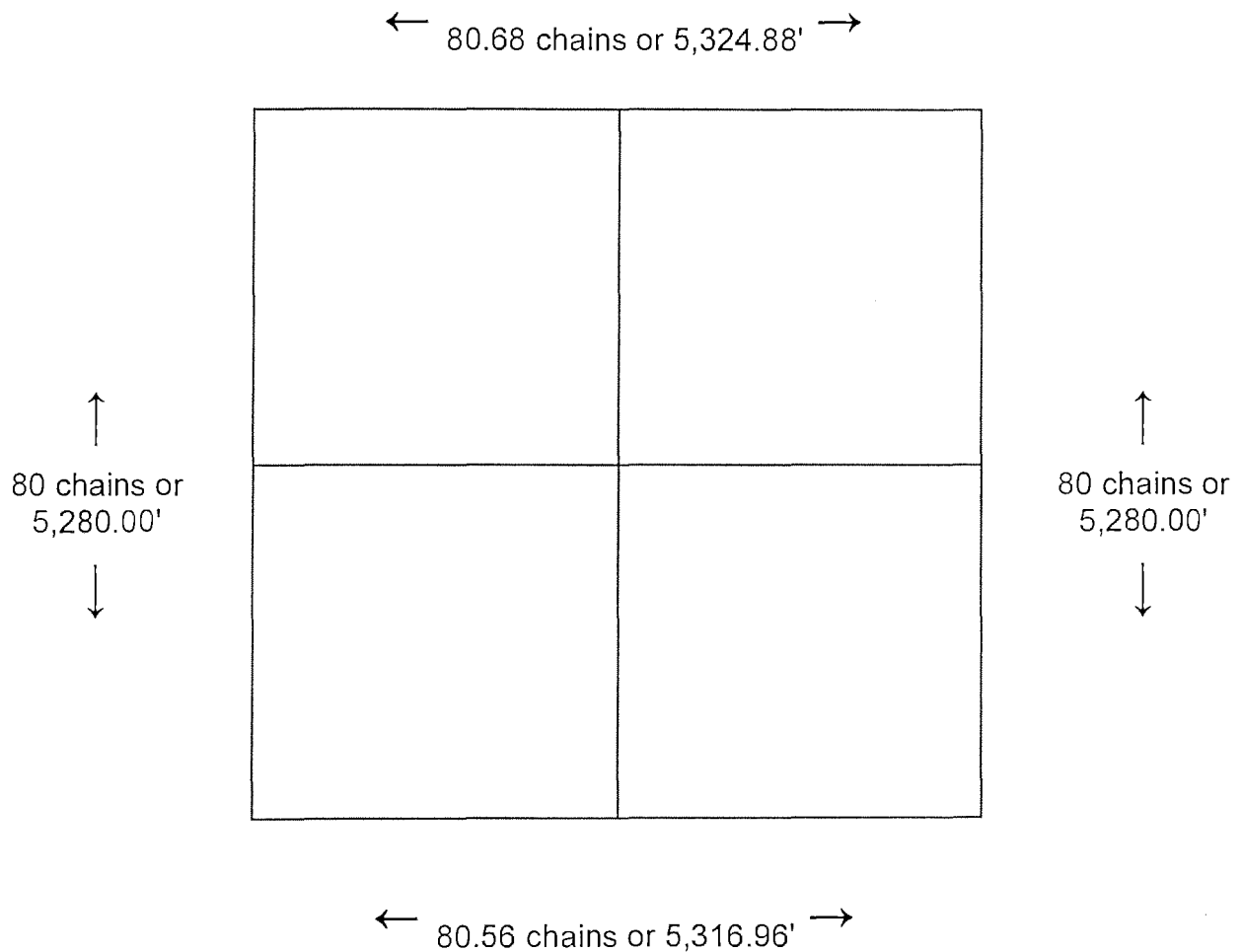
15. Thus, a standard section of land has the following nominal measurements:



16. The original survey of Section 17 stated the measurements thereof in chains.

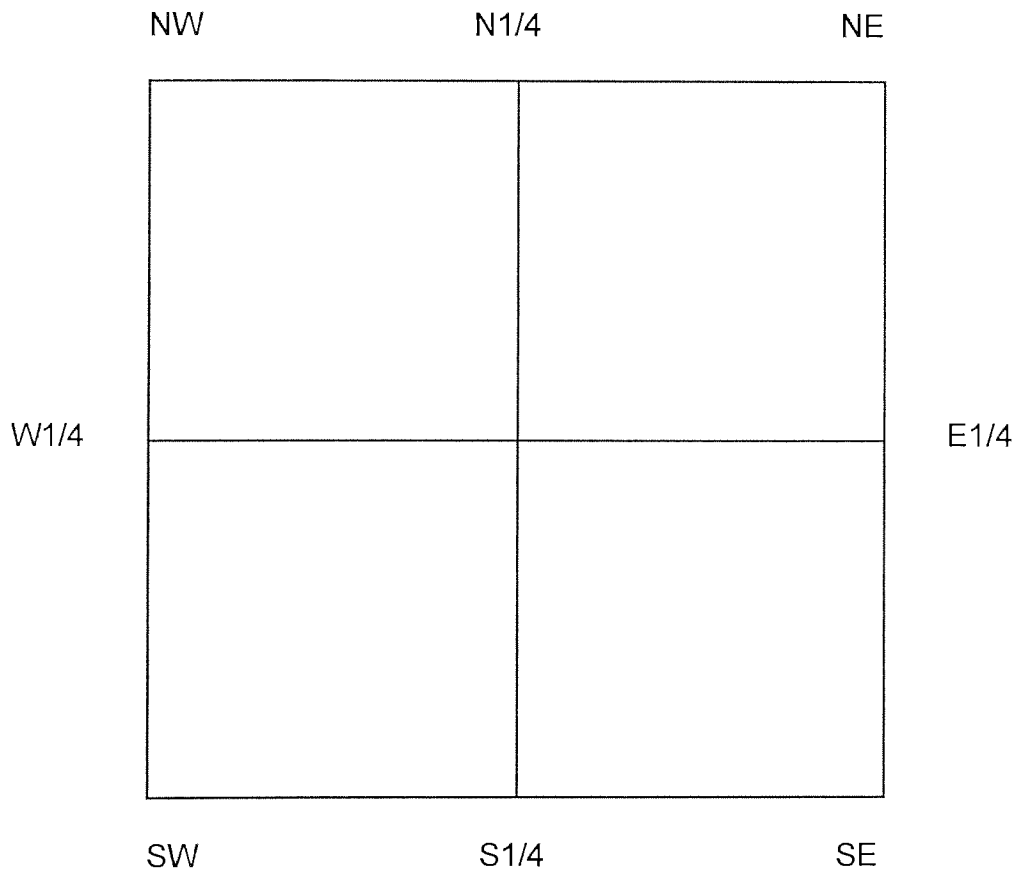
17. By way of explanation, one chain equals 66 feet and 80 chains equals 5,280 feet.

18. Thus, the original survey of Section 17 was based on the following measurements:



19. The north boundary of Section 17 was 44.88 feet longer than a nominal section line; the south boundary was 36.96 feet longer; and the west boundary and east boundary were nominal—that is, 5,280 feet. As a result, Section 17 had more than 640 acres.

20. John B. David marked the original corners of Section 17—that is, the NW corner, the NE corner, the SW corner, and the SE corner:



21. He marked the foregoing corners with simple wooden “posts” or “stakes” in “mounds of earth.” See EXHIBIT E.

22. The foregoing markers are notoriously poor: They decay; they get broken or otherwise destroyed; they are easily moved or used for other purposes; and they get lost.

23. With respect to the NE1/4 of Section 17, the original patent or warranty deed thereto was issued to Jared B. Graham on October 17, 1891. See EXHIBIT F.

24. The NE1/4 of Section 17 was thereafter transferred from grantor to grantee, based on the original survey of 1877; for example, the NE1/4 of Section 17 was transferred to C. A. Dobell on April 7, 1906, with the following legal description:

The northeast quarter of section seventeen (17) in township three (3), north of range thirty-eight (38), east of the Boise Meridian, containing 160 acres, more or less, according to the Government Survey thereof.

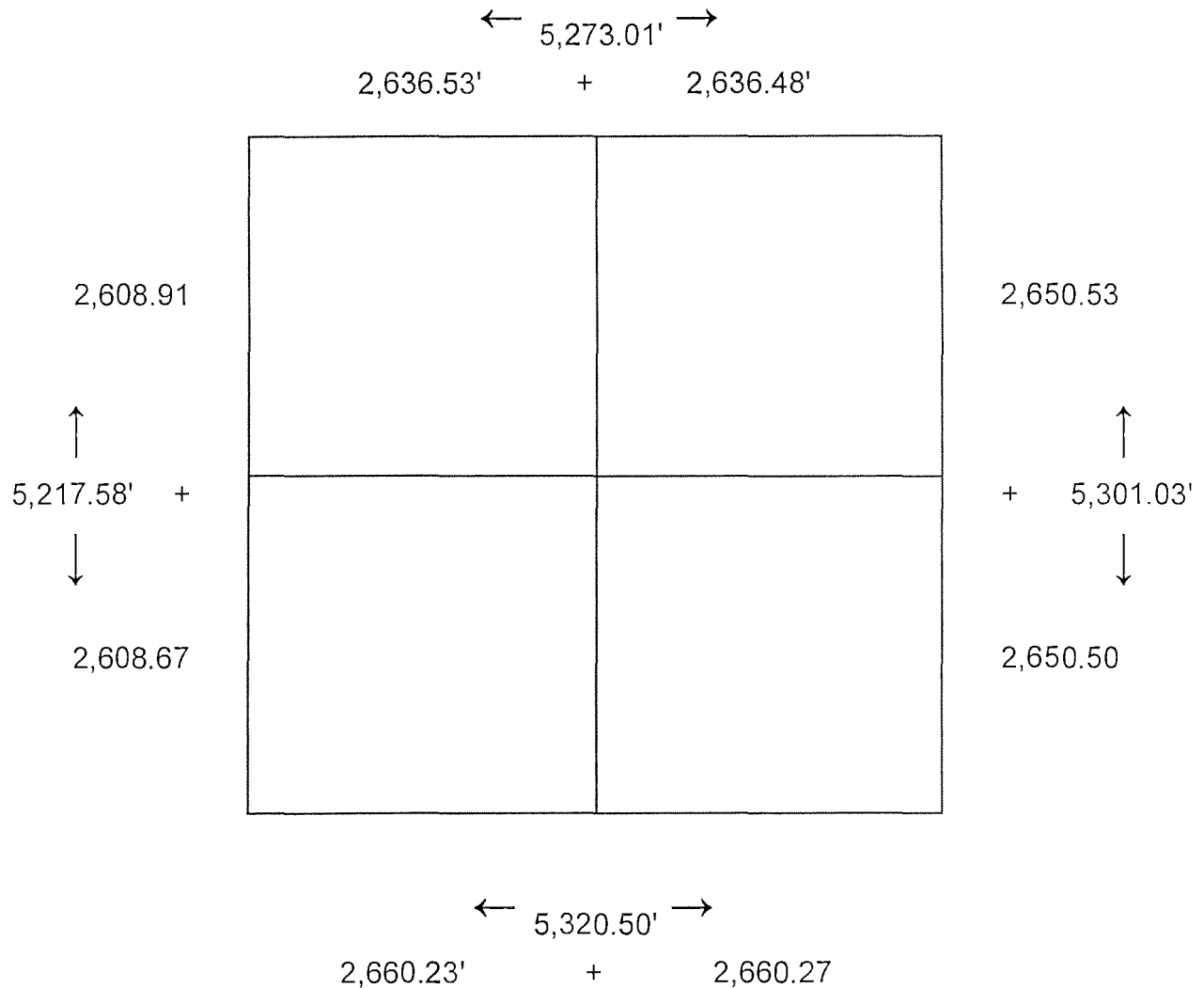
See EXHIBIT G.

25. Today, the boundaries of Section 17 are substantially and materially different than the boundaries of the original survey in 1877.

26. Again, the north boundary of Section 17 was 44.88 feet longer than a nominal section line; the south boundary was 36.96 feet longer; and the west boundary and east boundary were nominal—that is, 5,280 feet. As a result, Section 17 had more than 640 acres.

27. Today, however, the boundaries are not the same. In this regard, EXHIBIT H is a true and correct copy of the Control Map of Bonneville County, Idaho, effective 2004.

28. The Control Map shows the following measurements for Section 17:



29. Thus, please note the following:

a. With respect to the north boundary of Section 17, it was 5,324.88 feet, which was 44.88 too long; today, however, it is 5,273.01 feet, which is 6.99 feet too short.

b. With respect to the west boundary of Section 17, it was 5,280 feet, which was a standard, nominal measurement; today, however, it is 5,217.58 feet, which is 62.42 too short.

c. With respect to the south boundary of Section 17, it was 5,316.96 feet, which was 36.96 feet too long; today, however, it is 5,320.50 feet, which is 40.50 feet too long.

d. With respect to the east boundary of Section 17, it was 5,280 feet, which was a standard, nominal measurement; today, however, it is 5,301.03 feet, which is 21.03 feet too long.

30. The explanation to the foregoing is important, but a routine occurrence in the business of professional land surveying.

31. Again, John B. David marked the original corners of Section 17 with simple wooden "posts" or "stakes" in "mounds of earth"; unfortunately, the markers are gone.

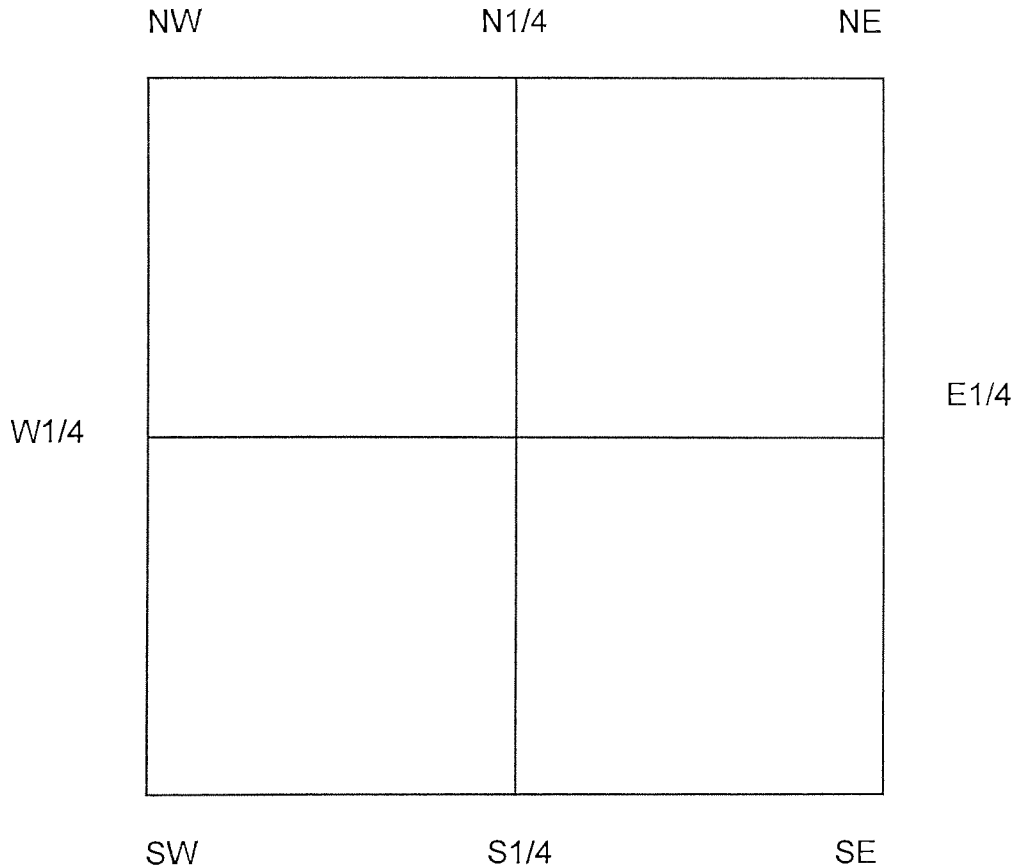
32. The state of Idaho enacted the Corner Perpetuation and Filing Law in 1967. See Chapter 16, Title 55, of the Idaho Code.

33. The purpose of the Corner Perpetuation and Filing Law is straightforward:

It is the purpose of this chapter to protect and perpetuate public land survey corners and information concerning the location of such corners by requiring the systematic establishment of monuments and filing of information concerning the marking of the location of such public land survey corners, thereby providing for property security and a coherent system of property location and identification, and thereby eliminating the repeated necessity for reestablishment and relocations of such corners once they are established and located.

See Idaho Code Section 55-1602.

34. Today, professional land surveyors regularly mark and perpetuate the following corners of a standard section of land:



35. Again, in 1877, John B. David marked the foregoing corners. See Paragraph 20, *supra*.

36. Between 1877 and 1967, markers decayed, they got broken or otherwise destroyed, they were moved or used for other purposes, and they get lost; in addition, professional land surveyors duly attempted to locate and establish the markers and/or to relocate and re-establish the markers, sometimes successfully, sometimes not.

37. Thus, the reason that the boundaries of Section 17 are substantially and materially different today than the boundaries of the original survey in 1877 is twofold:

- a. The original markers are gone; and
- b. The Control Map is based on markers that have been perpetuated since 1967, not the original survey of 1877.

TRUE AND CORRECT LOCATION OF THE FENCE

38. Now, with respect to the fence in this case, I understand that V. Leo Campbell “believes the fence was there before the Davises bought the property.” See DEPOSITION OF V. LEO CAMPBELL, vol. III, p. 219, ll. 5-6.

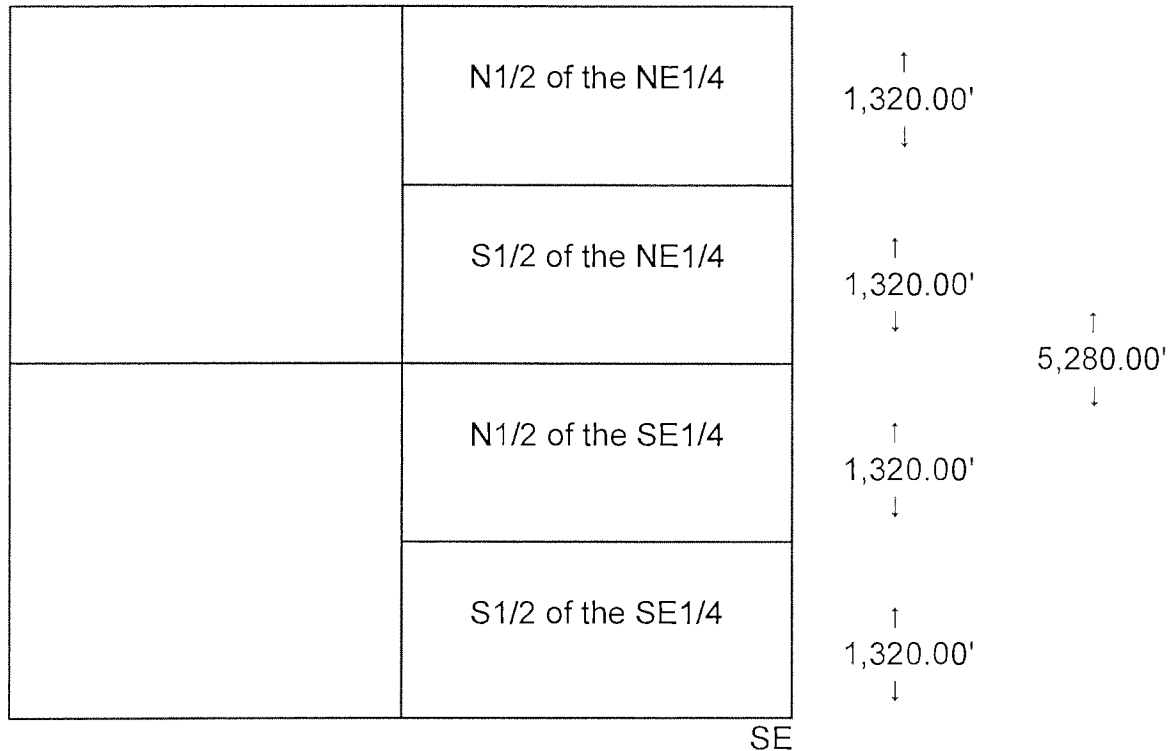
39. Parley Davis and Hannah Davis purchased the NE1/4 of Section 17 on March 3, 1919. See EXHIBIT I.

40. With respect to the issue regarding the true and correct location of the fence—that is, whether it sits on the boundary between the Plaintiffs’ parcel of real property and the Defendants’ parcel of real property, the issue is demanding because the original markers are gone; however, it is not insoluble.

41. The solution is straightforward:

- a. Based on the original survey of 1877, the east boundary of Section 17 is a nominal boundary, measuring 5,280 feet.

b. Based on a nominal boundary, measuring 5,280 feet, the following distances extend northward from the SE corner of Section 17:



c. Thus, based on a nominal boundary, measuring 5,280 feet, the distance from the SE corner of Section 17 to the northeast corner of the S1/2 of the NE1/4 is 3,960 feet.

d. Now, to the heart of the matter: The fence is exactly 3,960 feet from the SE corner of Section 17; in other words, the fence sits on the boundary between the Plaintiffs' parcel of real property and the Defendants' parcel of real property; it does not sit on the Plaintiffs' parcel of real property, notwithstanding their allegation to the contrary, and it is not off by 15 feet.

e. The distance from the SE corner of Section 17 to the fence is mathematically certain, easily checked, and indisputable.

f. Today, the original markers are gone; however, the date of the oldest perpetuation of record of a corner of Section 17 is March 19, 1969. See EXHIBIT J, p. 2.

g. The foregoing CORNER PERPETUATION AND FILING RECORD is for the SE corner of Section 17.

h. According to the foregoing CORNER PERPETUATION AND FILING RECORD, the original corner was located and duly marked with "an iron rod ½" diam. and 2' long flush with road surface."

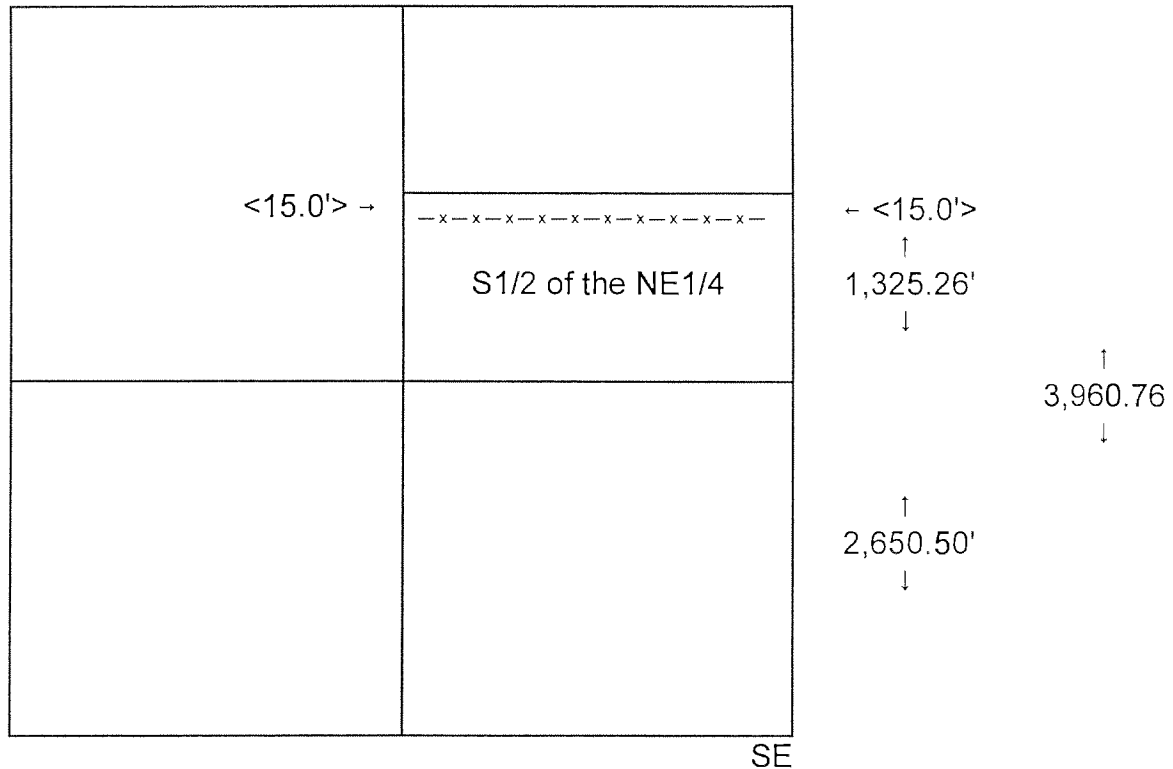
i. The RECORD OF SURVEY in this case—that is, the RECORD OF SURVEY of Kevin L. Thompson, dated October 5, 2009—is based, in pertinent part, on the foregoing CORNER PERPETUATION AND FILING RECORD; again, it is the oldest perpetuation of record and it is dated March 19, 1969. See EXHIBIT J, p. 2.

j. In addition, the Control Map is also based, in pertinent part, on the foregoing CORNER PERPETUATION AND FILING RECORD.

k. Again, the distance from the SE corner of Section 17 to the fence is mathematically certain, easily checked, and indisputable:

$$\begin{array}{r} 2,650.50' \text{ (SE corner to E corner; see SURVEY and control map)} \\ + \quad 1,325.26' \text{ (E corner to NE corner of S1/2NE1/4; see SURVEY)} \\ \hline 3,975.76' \\ - \quad 15.0' \text{ (NE corner of S1/2NE1/4 to fence; see SURVEY)} \\ \hline 3,960.76' \end{array}$$

- i. The following diagram illustrates the foregoing distances:



RECORD OF SURVEY

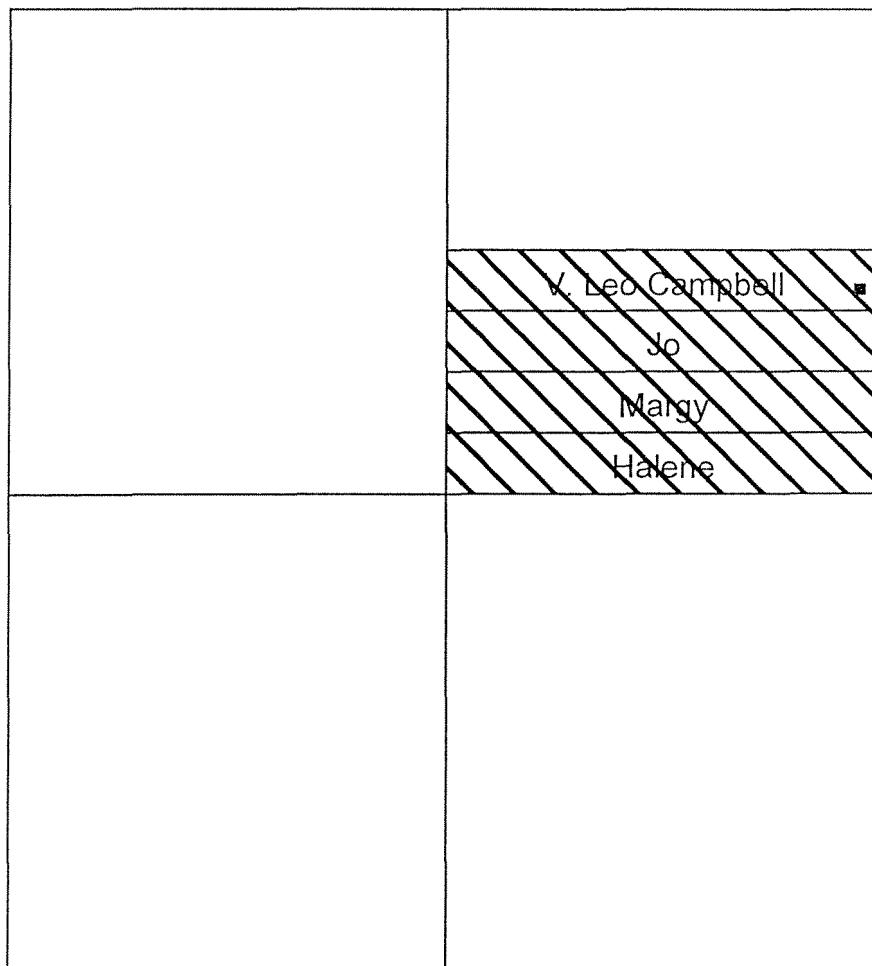
42. Kevin L. Thompson duly prepared the foregoing RECORD OF SURVEY.
43. Again, it is based, in pertinent part, on the CORNER PERPETUATION AND FILING RECORD; it is the oldest perpetuation of record and it is dated March 19, 1969. See EXHIBIT J, p. 2.
44. A record of survey, including the foregoing RECORD OF SURVEY, is simply a map or drawing that illustrates the measurements of a survey.
45. The foregoing RECORD OF SURVEY does **not** legally fix or otherwise establish boundary lines, including, without limitation, the true and correct boundary line

between the Plaintiffs' parcel of real property and the Defendants' parcel of real property.

46. For example, the RECORD OF SURVEY simply illustrates the "combining" of five deeds into three new parcels of real property. See EXHIBIT C.

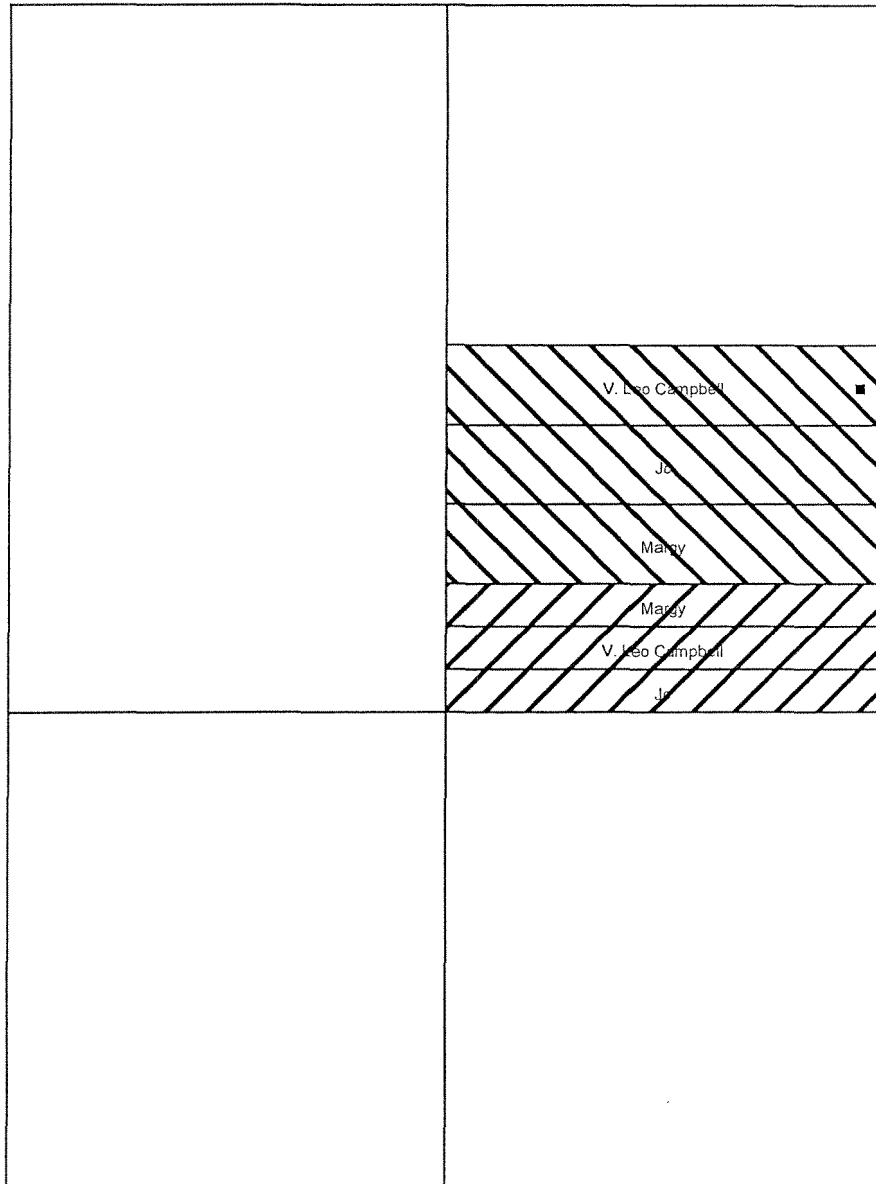
47. In this regard, Leo H. Campbell split the S1/2 of the NE1/4 into four parcels of real property.

48. He then transferred one parcel of real property to each of his four children in 1989—to wit, V. Leo Campbell, Jo Campbell, Margy Spradling, and Halene Campbell:



See Instrument Nos. 774869, 774870, 774871, and 774872, Bonneville County, Idaho.

49. Halene Campbell thereafter passed away. Her estate then split her parcel of real property into three smaller parcels of real property in 1996. Her estate then transferred one small parcel of real property to each of her three siblings—to wit, Margy Spradling, V. Leo Campbell, and Jo Campbell:



See EXHIBIT K.

51. According to the RECORD OF SURVEY, V. Leo Campbell simply retained the services of Kevin L. Thompson to “combine six deeds . . . into three parcels of land as shown”:

	Parcel 1
	Parcel 2
	Parcel 3

53. In addition, the Plaintiffs, Jo Campbell, and Margy Spradling have **not** executed and recorded the necessary and requisite deeds to effectuate the “combining”

of the foregoing parcels of real property. As a result, the Plaintiffs do not, in fact, own Parcel 1, above.

54. Thus, the RECORD OF SURVEY does not legally fix or otherwise establish boundary lines, including, without limitation, the true and correct boundary line between the Plaintiffs' parcel of real property and the Defendants' parcel of real property; instead, it simply illustrates the possible "combining" of the foregoing parcels of real property.

THE EAST BOUNDARY OF SECTION 17

55. Based on the original survey of 1877, the east boundary of Section 17 is a nominal boundary, measuring 5,280 feet.

56. Today, however, it is 5,301.03 feet, which is 21.03 feet too long.

57. The difference is the key to this case.

58. Again, based on a nominal boundary, measuring 5,280 feet, the distance from the SE corner of Section 17 to the northeast corner of the S1/2 of the NE1/4 is 3,960 feet; of course, the fence is exactly 3,960 feet from the SE corner of Section 17. In other words, the fence sits on the boundary between the Plaintiffs' parcel of real property and the Defendants' parcel of real property; it does not sit on the Plaintiffs' parcel of real property and it is not off by 15 feet.

59. Why, then, does the RECORD OF SURVEY illustrate that the alleged boundary between the Plaintiffs' parcel of real property and the Defendants' parcel of real property is 3,975.76 feet from the SE corner of Section 17?

60. The reason is simple and straightforward: Kevin L. Thompson did not locate the original markers; they are gone.

61. In addition, he did not base his RECORD OF SURVEY in 2009 on the original survey of 1877. In this regard, the RECORD OF SURVEY and the Control Map are based on markers that have been perpetuated since 1967, not the original survey of 1877.

62. In short, based on the original survey of 1877, the fence sits on the boundary between the Plaintiffs' parcel of real property and the Defendants' parcel of real property; it does not sit on the Plaintiffs' parcel of real property and it is not off by 15 feet. Again, the fence is exactly 3,960 feet from the SE corner of Section 17.

63. The SE corner of Section 17 is the oldest perpetuation of record and it is dated March 19, 1969. See EXHIBIT J, p. 2.

64. Nine years later, a professional land surveyor, named Dennis L. Jones, surveyed the NE corner of Section 17 in 1978. See EXHIBIT M.

65. By that time—that is, by 1978, the following corners of Section 17 had become lost corners; the original markers were gone and no surveys or other documents of record established their whereabouts: The NW corner, the N1/4 corner, the E1/4 corner, the S1/4 corner, the SW corner, and the W1/4 corner. See Instrument Nos. 633616, 975373, 1010092, 577471, 575185, 578949, 633615, and 1009315, Bonneville County, Idaho.

66. In any event, according to Mr. Jones' survey, the east boundary of Section 17 was no longer a nominal boundary, measuring 5,280 feet; instead, it measured 5,300.82 feet, which was 20.82 feet too long.

67. Thus, according to Mr. Jones' survey, the east boundary of Section 17 was 5,300.82 feet in 1978 and, according to Kevin L. Thompson's RECORD OF SURVEY, it was 5,301.03 feet in 2009. The difference between them is *de minimus*, a mere 0.21 feet. Nonetheless, the difference between them and the original survey of 1877 is substantial and material, a whopping 21 feet.

68. Again, Leo H. Campbell split the S1/2 of the NE1/4 into four parcels of real property in 1989. That was 11 years after the east boundary of Section 17 expanded from 5,280 feet to 5,300.82 feet, or 21 feet.

69. Before 1978, the fence was—and in fact still is—exactly 3,960 feet from the SE corner of Section 17. In other words, the fence sat—and in fact still sits—on the boundary between the Plaintiffs' parcel of real property and the Defendants' parcel of real property. Indeed, it marks the boundary between them.

70. Since 1978, the east boundary of Section 17 has created an anomalous and unusual situation—to wit, it spreads 21 extra feet into the distances from the SE corner of Section 17. As a result, the surveyed fences on the east boundary of Section 17 appear to be too far to the south, including the fence in this case; stated otherwise, the surveyed boundaries on the east boundary of Section 17 appear to be too far to the north.

71. For example, the fence in this case incorrectly appears to be 15 feet too far to the south; however, it is not too far to the south. Again, it is exactly 3,960 feet from the SE corner of Section 17. It sits on the boundary between the Plaintiffs' parcel of real property and the Defendants' parcel of real property, and it marks the boundary between them.

72. Stated otherwise, the boundary between the Plaintiffs' parcel of real property and the Defendants' parcel of real property incorrectly appears to be 15 feet too far to the north. However, that is simply the result of spreading 21 extra feet into the distances from the SE corner of Section 17.

73. In addition, the fence between the SE1/4 and NE1/4 of Section 17 appears to be eight feet too far to the south; stated otherwise, the boundary between the SE1/4 and NE1/4 of Section 17 appears to be eight feet too far to the north. See EXHIBIT C.

74. Finally, the fences in the SE1/4 of Section 17 appear to be too far to the south; stated otherwise, the boundaries in the SE1/4 of Section 17 appear to be too far to the north. See EXHIBIT N.

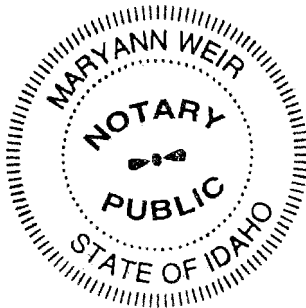
75. The bottom line in this case is dispositive: Mr. Jones' survey in 1978 spreads 21 extra feet into the distances from the SE corner of Section 17; however, the fence in this case was constructed long before Mr. Jones' survey. Based on the original survey of John B. David in 1877 and the CORNER PERPETUATION AND FILING RECORD, dated March 19, 1969, the fence sits on the boundary between the Plaintiffs' parcel of real property and the Defendants' parcel of real property; it does not sit on the Plaintiffs' parcel of real property and it is not off by 15 feet. Again, the fence is exactly 3,960 feet from the SE corner of Section 17. Thus, the fence marks the boundary between the Plaintiffs' parcel of real property and the Defendants' parcel of real property.


(END)

Dated June 7, 2011.


Kim H. Leavitt

Subscribed and sworn on June 7, 2011.

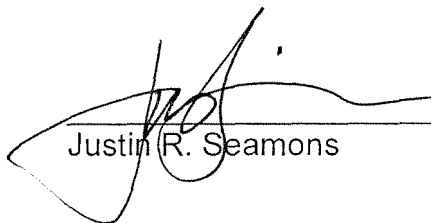



Notary Public
Commission expires: 03/03/2017
Residing at: Ammon, ID

CERTIFICATE OF SERVICE

I served a copy of the foregoing AFFIDAVIT OF KIM H. LEAVITT on the following person on June 7, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271


Justin R. Seamons

Justin R. Seamons
 414 Shoup Avenue
 Idaho Falls, ID 83402
 Telephone Number: (208) 542-0600
 Facsimile Number: (208) 529-4166
 Idaho State Bar Number: 3903

11 JUN -7 8:14:53

Attorney for Defendants

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
 CAMPBELL,)
)
 Plaintiffs,)
)
 vs.)
)
 JAMES C. KVAMME and DEBRA)
 KVAMME,)
)
 Defendants.)
 _____)

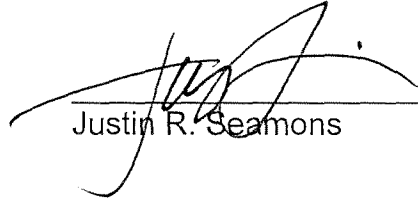
Case No. CV 10-3879

**EXHIBITS IN SUPPORT OF
 AFFIDAVIT OF KIM H. LEAVITT**

INDEX OF EXHIBITS

EXHIBIT A DEED OF GIFT to V. Leo Campbell
 EXHIBIT B PERSONAL REPRESENTATIVE DEED to James C. Kvamme
 EXHIBIT C RECORD OF SURVEY of Kevin L. Thompson
 EXHIBIT D Original Survey of John B. David
 EXHIBIT E Report Book and Notes of John B. David
 EXHIBIT F WARRANTY DEED or Patent
 EXHIBIT G QUITCLAIM DEED RECORD
 EXHIBIT H Control Map of Bonneville County
 EXHIBIT I WARRANTY DEED to Parley Davis and Hannah Davis
 EXHIBIT J CORNER PERPETUATION AND FILING RECORD for SE Corner
 EXHIBIT K PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION
 EXHIBIT L Official Map of Bonneville County
 EXHIBIT M CORNER PERPETUATION AND FILING RECORD for NE Corner
 EXHIBIT N RECORD OF SURVEY of SE1/4 of Section 17

Dated June 7, 2011.

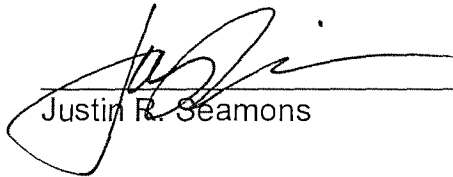


Justin R. Seamons

CERTIFICATE OF SERVICE

I served a copy of the foregoing EXHIBITS IN SUPPORT OF AFFIDAVIT OF
KIM H. LEAVITT on the following person on June 7, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271



Justin R. Seamons

EXHIBIT A

BONNEVILLE COUNTY

DEED OF GIFT

774870

89 OCT -4 PM 4:02

This indenture, made this 4th day of October, 1989, between LEO H. CAMPBELL and PHYLLIS B. CAMPBELL, husband and wife, "DONOR", of 10519 North 15 East, City of Idaho Falls, Bonneville County, State of Idaho, and V. LEO CAMPBELL, "DONEE" of 10909 North 15 1st East, City of Idaho Falls, Bonneville County, Idaho, WITNESSETH:

That the Donor, for and in consideration of the love and affection which Donor has and bears unto the Donee, and for the purpose of making a gift to Donee and also for the better maintenance, support and protection and livelihood of Donee, does by these presence give, grant, convey and confirm unto the said Donee the following described real property, situate in Bonneville County, State of Idaho, to-wit:

Beginning at a point 982.50 feet North of the Southeast corner of the Northeast Quarter of Section 17, Township 3 North, Range 38 East, Boise Meridian, Bonneville County, Idaho and running thence S89°58'35"W 2643.85 Feet; Thence N. 0°15'30"E. 332.30 feet; thence N89°45'00"E 2642.37 feet; thence South 342.72 feet to the point of beginning. Contains 20.48 acres, less county road right-of-way on the East Side. Includes 1.14 Acres heretofore deeded to Donee in the Northeast Corner and on which Donee has constructed substantial improvements prior hereto.

TOGETHER with all and singular the tenements, heretiments and appurtenances thereunto belonging to in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof

together with 7.5 shares in the Harrison Canal and Irrigation Company together with the water, water rights and ditch rights appertuant thereto.

Subject to all existing easements and rights-of-way as appear of record or on the ground or by way of use.

SUBJECT, however, and reserving to Donor, and each of them, a life estate in and to all of such real property and improvements for and during the term of their natural lives, with the specific right to collect, receive, use and enjoy the income, dividends and proceeds therefrom during such term of their natural lives. Upon the death of both Donors, such life estate shall terminate.

IN WITNESS WHEREOF, the Donor has hereunto set their hands and seals the day and year first above written.

DONOR

LEO H. CAMPBELL

PHYLLIS B. CAMPBELL

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of October, 1989, before me, the undersigned, a Notary Public in and for said said, personally appeared, LEO H. CAMPBELL and PHYLLIS B. CAMPBELL, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing DEED OF GIFT, and acknowledged to me that they had read

the same, understood the contents thereof and the legal effect thereof, and that they had executed same of their own free will and choice.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

William Herman
NOTARY PUBLIC FOR IDAHO
Residing at Idaho Falls, Idaho
My Commission Expires: 2-11-1975

INSTRUMENT NO.	<u>774870</u>
DATE	<u>10-4-74</u>
INST. CODE	<u>336</u>
FICHE NO.	<u>6004-13</u>
FEE	<u>75</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
<u>Martha Kelling</u> Recorder at <u>Coeur d'Alene</u>	

10621
20-12-08

EXHIBIT B

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE is made this 29th day of July, 2003, between H. Delbert Killian, Personal Representative of the Estates of Delbert Henry Killian and Mary C. Killian, the "Grantor", and James Craig Kvamme and Debra Kvamme, husband and wife, whose mailing address is 10278 N. 15th E. Idaho Falls, ID 83401, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Bonneville, State of Idaho, to-wit:

The North Half of the Northeast Quarter, Section 17, Township 3 North, Range 38 East, of the Boise Meridian. LESS AND EXCEPTING THE FOLLOWING TWO TRACTS:

Beginning at the Northeast corner of Section 17, Township 3 North, Range 38 East of the Boise Meridian; running thence West along the Section line 164.92 feet; thence S. 00°58'40" W. 260.56 feet; thence S. 88°45'53" E. 167.20 feet to the East line of said Section 17; thence N. 00°28'42" E. along said East line 264.13 feet to the point of beginning.

Also less: Beginning at a point that is West along the Section line 164.92 feet from the Northeast corner of Section 17, Township 3 North, Range 38 East of the Boise Meridian; running thence West along the Section line 195.64 feet; thence S. 09°40'58" E. 261.06 feet; thence S. 88°45'53" E. 147.32 feet; thence N. 00°58'40" E. 260.56 feet to the point of beginning.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

IF 54856
First American title

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

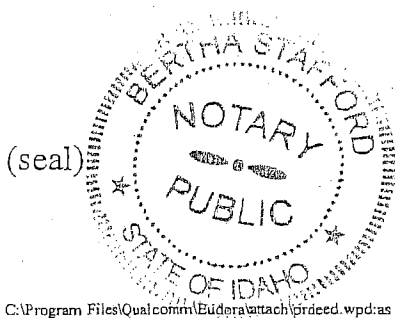
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

H. Delbert Killian
H. Delbert Killian
Personal Representative

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 29th day of July, 2003, before me, the undersigned, a notary public in and for said State, personally appeared H. Delbert Killian known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Delbert Henry Killian and Mary C. Killian and acknowledged to me that he executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



C:\Program Files\Qualcomm\Eudora\attach\prdeed.wpd:as

Bertha Stafford
Notary Public for Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: 1-27-05

INSTRUMENT NO.	<u>1122583</u>
DATE	<u>7-29-03</u>
INST. CODE	<u>270</u>
IMAGED PGS	<u>2</u>
FEE	<u>6.00</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore,	<u>344</u>
County Recorder	
By <u>R. Long</u>	Deputy
Request of <u>FATCO</u>	

EXHIBIT C

Parcel 1

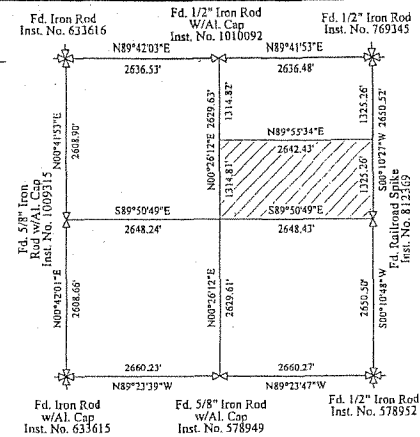
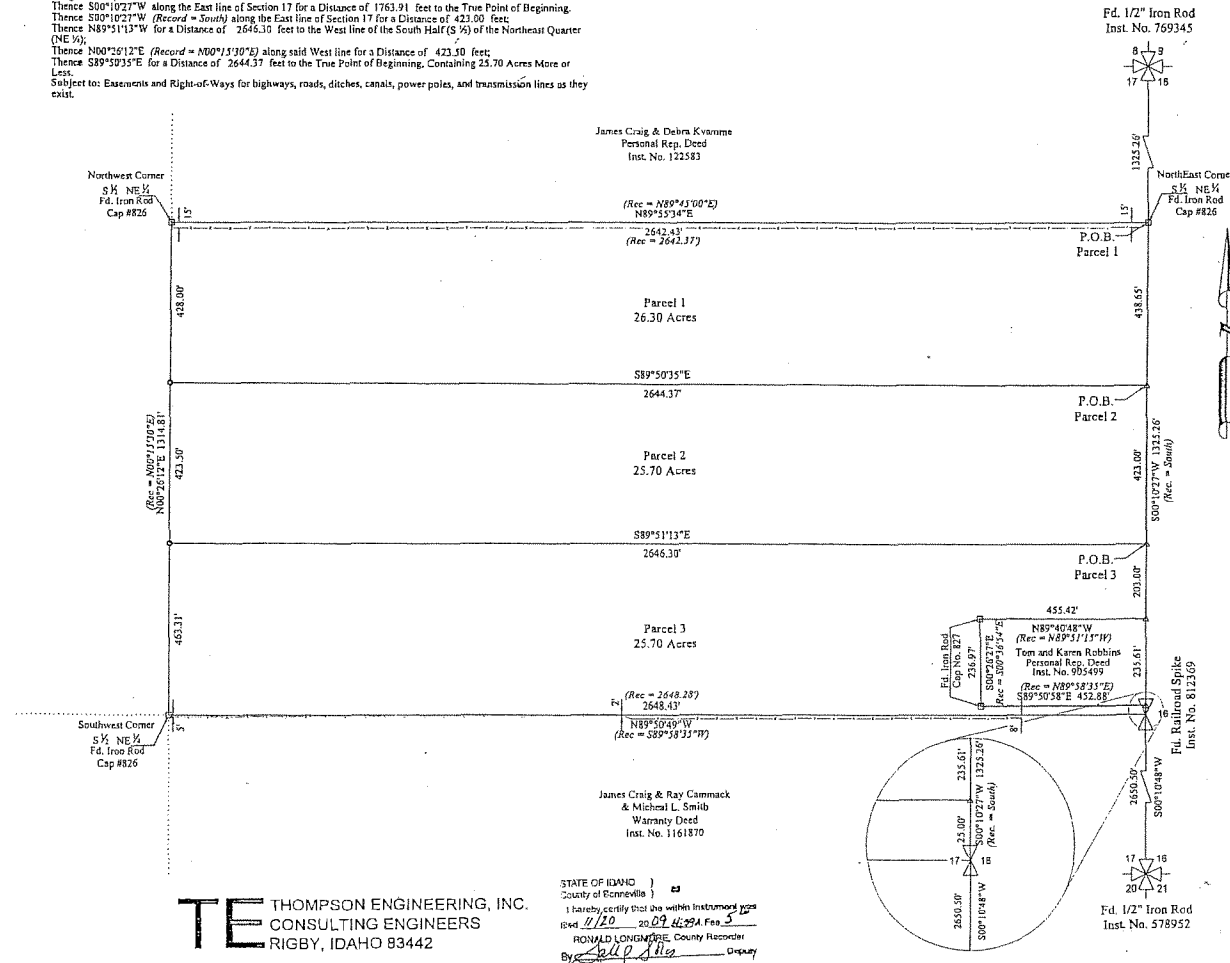
A Parcel of Land Situated in Bonneville County, State of Idaho, Township 3 North, Range 38 East of the Boise Meridian, Section 17, More Particularly Described as Follows: Beginning at the Northeast Corner of Section 17, Township 3 North, Range 38 East, B.M.
Thence S00°10'27"W along the East line of Section 17 for a Distance of 1325.26 feet to the Northeast Corner of the South Half (S 1/2) of the Northeast Quarter (NE 1/4), said point also being the True Point of Beginning.
Thence S00°10'27"W (Record = South) along the East line of Section 17 for a Distance of 438.65 feet;
Thence N89°50'35"E for a Distance of 2644.37 feet to the West line of the South Half (S 1/2) of the Northeast Quarter (NE 1/4);
Thence N00°26'12"E (Record = N00°15'30"E) for a Distance of 428.00 feet to the Northwest Corner of said South Half (S 1/2);
Thence N89°55'34"E (Record = N89°45'00"E) along the North line of said South Half (S 1/2) for a Distance of 2642.43 (Record = 2642.37) feet to the True Point of Beginning, Containing 26.30 Acres More or Less.
Subject to: Easements and Right-of-Ways for highways, roads, ditches, canals, power poles, and transmission lines as they exist.

Parcel 2

A Parcel of Land Situated in Bonneville County, State of Idaho, Township 3 North, Range 38 East of the Boise Meridian, Section 17, More Particularly Described as Follows: Beginning at the Northeast Corner of Section 17, Township 3 North, Range 38 East, B.M.
Thence S00°10'27"W along the East line of Section 17 for a Distance of 1763.91 feet to the True Point of Beginning.
Thence S00°10'27"W (Record = South) along the East line of Section 17 for a Distance of 423.00 feet;
Thence N89°51'13"E for a Distance of 2646.30 feet to the West line of the South Half (S 1/2) of the Northeast Quarter (NE 1/4);
Thence N00°26'12"E (Record = N00°15'30"E) along said West line for a Distance of 423.30 feet;
Thence S89°50'35"E for a Distance of 2644.37 feet to the True Point of Beginning, Containing 25.70 Acres More or Less.
Subject to: Easements and Right-of-Ways for highways, roads, ditches, canals, power poles, and transmission lines as they exist.

Parcel 3

A Parcel of Land Situated in Bonneville County, State of Idaho, Township 3 North, Range 38 East of the Boise Meridian, Section 17, More Particularly Described as Follows: Beginning at the Northeast Corner of Section 17, Township 3 North, Range 38 East, B.M.
Thence S00°10'27"W along the East line of Section 17 for a Distance of 2186.91 feet to the True Point of Beginning.
Thence S00°10'27"W (Record = South) along the East line of Section 17 for a Distance of 203.00 feet;
Thence N89°40'48"E (Record = N89°31'15"E) for a Distance of 455.42 feet;
Thence S00°10'27"E (Record = S00°16'14"E) for a Distance of 236.97 feet;
Thence S89°50'35"E (Record = N89°58'35"E) for a Distance of 452.88 feet to the East line of Section 17;
Thence S00°10'27"W (Record = South) along the East line of Section 17 for a Distance of 25.00 feet to the East Quarter Corner of Section 17;
Thence N89°50'49"W (Record = S89°58'35"W) for a Distance of 2648.43 (Record = 2648.28) feet to the Southwest Corner of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 17;
Thence N00°26'12"E (Record = N00°15'30"E) along the West line of said South Half (S 1/2) for a Distance of 463.31 feet;
Thence S89°51'13"E for a Distance of 2646.30 feet to the True Point of Beginning, Containing 25.70 Acres More or Less.
Subject to: Easements and Right-of-Ways for highways, roads, ditches, canals, power poles, and transmission lines as they exist.



SECTION 17 BREAKDOWN (NO SCALE)

Narrative

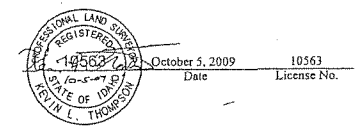
Kevin Thompson met with Leo Campbell and onsite on September 8, 2009. Leo asked that Kevin combine 6 Deeds as described in Instrument Numbers 924841, 1202459, 847849, 774872, and 1189866 into 3 parcels of land as shown on this Record of Survey. The boundaries of the property had previously been surveyed, although no Record of Survey's were found in the Courthouse.
The Section Breakdown was taken from the City of Idaho Falls Control.
This Survey does not constitute a Title Search by Thompson Engineering, Inc., and may not show all Easements of Record.

Legend

- Set 1/2" X 30" Iron Rod with Cap Marked L.S. 10563
- △ Set Mag Nail
- Fd. Iron Rod with Cap as Noted
- Fence Line





CERTIFICATE OF SURVEY

I, Kevin L. Thompson, do hereby Certify that I am a Registered Professional Land Surveyor in the State of Idaho, and that the attached plat was drawn from an actual Survey made on the ground under my direct supervision, and that this map is an accurate representation of said Survey.



RECORD OF SURVEY			
LOCATED IN THE NE 1/4 OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 38 EAST, BONNEVILLE COUNTY, IDAHO			
Project Name:	Campbell Family	Scale	1" = 200'
Job Number:	2009-101		
CoGo File:	CampbellLeo2009-101		
Date:	September 17, 2009		
Surveyor:	K.L.T.	Sheet	1
Drawn By:	J.W.T.	Of	1

EXHIBIT D

	Search Documents	Reference Center	Support	
	Search Documents	Results List	Survey Details	Shopping Cart 

DM ID: 43631 Survey Type: Original Survey State: Idaho

[Survey Plat Details](#) [Plat Image](#) [Related Documents](#)

Sheet: 1 Description: ---

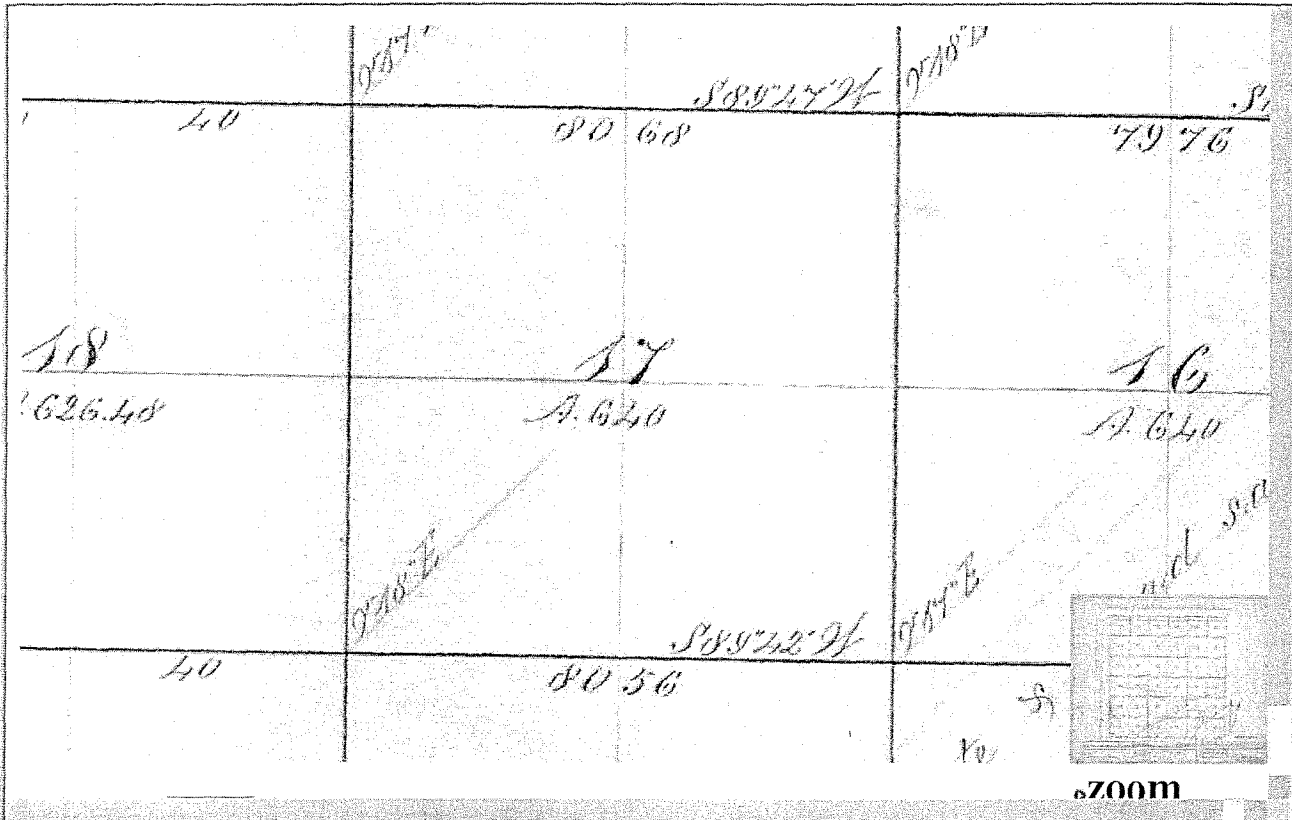
[Javascript Viewer](#)[Plugin Viewer](#)[Basic Viewer](#)[Home](#) | [Search Documents](#) | [Reference Center](#) | [Support](#)USA.gov
Government Made Easy

EXHIBIT E

I 3 A of R 25 East,

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61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200
71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200										
81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200																				
91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200																														

Small River

Surveyors Office at Boise City Idaho
December 24th 1877

The foregoing field notes of the survey of the subdivision lines of Township number three North of the base line of Range number Forty Eight East of the Base Meridian executed by John B. Davis under his contract of the 1st day of August 1877 in the months of October and November 1877 have been critically examined the necessary corrections and explanations made the said field notes and the survey they describe are hereby
Approved

L. F. Bartie

Surv. Genl. of Idaho

Map & Comp
R

S. N. 38. E.

38. E.

Cop. & Comp

299

R. E.

Field notes of the Survey of the
Subdivision of Township No 3 North of
the Base line of Range No 33 East of the
Pais Meridian in the Territory of Idaho
Executed by John B. David Deputy
Surveyor Under his Contract No 11
Bearing date the 1st day of August 1877
Commenced October 29th 1877
Completed November 3rd 1877

Copied & compared & transcript sent to
Washington with maps Sept 5th 1877
J. W. R.

Subdivision of T3 N R 8 East.

West on random line bet. Secs 7 & 18.

4000 Set temporary $\frac{1}{4}$ Sec. cor.

78.39 Intersect to bound 2 R's N

✓ of corner to Secs 7 & 18.

N 89° 59' E on true line between Secs 7 & 18

38.39 Set Post 4 ft long 3 mi dia

flattened with charred stake

mi around of Earth with 2

bits as per instructions for

$\frac{1}{4}$ Sec. cor.

78.39 Cor to Secs 7, 8, 17 & 18.

Land level Soil Sandy.

Went on 29 11 21

North Between Secs 7 & 8.

4000 Set Post 4 ft long 3 mi dia

flattened with charred stake

mi around of Earth with

2 bits as per instructions for

$\frac{1}{4}$ Sec. cor.

8000 Set Post 4 ft long 3 mi dia

with charred stake on

Subdivision of T3 S4E38 East.

ground of Earth with 4
 pits as per instructions
 for Cor to Sec 7, 8, 17 & 18.
 Land level Soil good - Sandy

East in pandown line bet. Secs 8 & 17

var. $17^{\circ}45'$ East

4000 Set temporary 1/4 Sec Cor

80 68 Intersect N & S line 30 1/4

✓ South of Cor to Secs 8, 9,
 16 & 17.

S $89^{\circ}47'W$ on true line bet. Secs 8 & 17

4004 Set Post 4 ft. long 3 in dia

Flattened with charred

Stake in ground of Earth

with 2 pits as per instruc-
 -tions for 1/4 Sec Cor

80 68 Cor to Secs 7, 8, 17 & 18

Land pretty rolling
 Soil Sandy

Subdivision of T3 N R 35 East

West. medium line bet Sec 18 & 19

4000 Set temporary 1/4 Sec Cor.

78 18 Intersect W. bound of Twp 46

✓ 1/4 mi North of Cor to Sec 18 & 19

N 89° 40' E on true line between Sec 18 & 19

38 18 Set Post 4 ft long 3 in diam
flattened with charred stake
mi around of earth with
2 pits as per instructions for
1/4 Sec Cor

78 18 Cor to Secs 17, 18, 19 & 20.

Land level Soil Coring.

~~North between Secs 17 & 18~~

4000 Set Post 4 ft long 3 in diam
flattened with charred stake
mi around of earth with
2 pits as per instructions
for 1/4 Sec Cor

8000 ~~Set Post 4 ft long 3 in diam by~~
~~with charred stake mi~~

Subdivision of T3 N. R38 East

with charred stake in mound of
Earth with 4 pits as per
instructions for Cor to Secs
17, 18, 19 & 20.

Land level Soil Sandy.

East on random line bet Sec 17 & 20

Var 18° East.

4000 Set temporary 1/4 Sec Cor

80 56 Intersect N 45 line 42 1/2

✓ South of Cor to Secs 16, 17, 20, 21

S 89° 43' W on true line between Secs 17 & 20

40 28 Set Post 4 ft long 3 mi. dis.
flattened with charred
stake in mound of Earth
with 2 pits as per instruc-
tions for 1/4 Sec. Cor

80 56 Cor to Secs 17, 18, 19 & 20

Land level Soil Sandy
Sage brush

Sub-division of T3 N R38 East + Sec
 in mound of Earth with 2
 pits as per instructions
 for 1/4 Sec. Cor.

8018 Cor. to Secs 16, 17, 20 & 21.

Land level Soil Sandy

North between Secs 16 + 17

4000 Set Post 4 ft long 3 in dia
 flattened with charred
 stake in mound of Earth
 with 2 pits as per instruc-
 tions for 1/4 Sec Cor.

8000 Set Post 4 ft long 3 in dia
 with charred stake in
 mound of Earth with
 4 pits as per instructions
 for Cor. to Secs 8, 9, 16 + 17

Land level

Soil Sandy.

EXHIBIT F

North of Range No. 57 E. containing 89 acres and 69 hundredths, at \$1.25 per acre.

W.H. Danilson, Receiver

\$112.11

Recorded at the request of Geo. Kunkel, Oct. 2/91, 9 A.M.

M. Patrie, Recorder

From Book "F" of Deeds page 689.

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Receivers Final Receipt No. 349

Declaration No. 1213

Land Office at Blackfoot, Idaho,

October 13th, 1891

Received from William H. Grenell of Bingham County, State of Idaho the sum of 598 dollars and 58 cents, being final payment of one dollar per acre for the Southwest quarter, Northeast quarter, East half southwest quarter and South half and Northwest quarter of Southeast quarter Section 6, West half Southwest quarter, Section 5, North east quarter, East half Northwest quarter and Lot 1, Section 7, Township 1 North, Range 37 East B.M. containing 598 50 acres at one dollar and twenty five cents per acre, the sum of twenty five cents per acre having been heretofore paid, as per original receipt No. 1213.

\$598.58

W.H. Danilson, Receiver

Recorded at the request of R. Rounds Oct. 13th, 1891 at 11:30 A.M.

M. Patrie, Recorder

From Book "F" of Deeds page 690.

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Receivers Final Receipt No. 354

Declaration 1385.

Land Office at Blackfoot, Idaho,

October 17th, 1891.

Received from Jared B. Graham of Arapahoe County, State of Colorado, the sum of 320 dollars and --- cents, being final payment of one dollar per acre for the southeast quarter Section 8 and Northeast quarter Section 17, Township 3 North Range 38 E.B.M., containing 320 acres, at one dollar and twenty five cents per acre, the sum of twenty five cents per acre having been heretofore paid, as per original receipt No. 1385.

\$320.00

W.H. Danilson, Receiver

Recorded at the request of J.B. Graham, Oct. 17th/91 1:30 P.M.

M. Patrie, Recorder

From Book "F" of Deeds page 691.

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1067

Receivers Office at Blackfoot, Idaho.

August 15th, 1891

Received from Taloman Edwards of Bingham County Idaho, the sum of ninety three dollars and 15cents, being in full for the lots 3 and 4 of Section No. 7, in township No. 2, North of Range No. 39 E.B.M., containing 74 acres and 52 hundredths, at \$1.25 per acre.

\$93.15

W.H. Danilson, Receiver

Recorded at the request of Geo. Kunkel, Oct. 16th 1891 at 8:50 A.M.

EXHIBIT G

Clency St. Clair To C. A. Dobell
 This Indenture, made the 7th day of April
 in the year of our Lord one thousand nine hundred and six between Clency St. Clair, unmarried,
 the part Y of the first part, and
 C. A. Dobell the party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of
 Six Hundred Thirty-three and no/100 --- DOLLARS, lawful money
 of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby
 acknowledged, do by these presents demise, release and forever quitclaim unto the said party of the second part, and to his
 heirs and assigns all the certain lot, piece, or parcel of land situated in
 the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

The northeast quarter of section seventeen (17) in township three
 (3), north of range thirty-eight (38), east of the Boise Meridian, containing 160 acres,
 more or less, according to the Government Survey, thereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and
 the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, All and singular, the said premises, together with the appurtenances unto the said party of the second
 part, and to his heirs and assigns forever.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and
 year first above written.

Signed, Sealed and Delivered in the Presence of
 F. C. Bowman
 Clency St. Clair (SEAL)
 (SEAL)
 (SEAL)
 (SEAL)

STATE OF IDAHO }
 COUNTY OF BINGHAM } S. S.

On the 7th day of April, 1906, personally appeared before me,
 F. C. Bowman, a Notary Public, in and for said County of Bingham and State of Idaho, Clency
 St. Clair, known to me to be the identical person described in and who executed the foregoing
 instrument and who acknowledged to me that he executed the same freely and voluntarily and
 for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my
 official seal the day and year first above written. My commission expires Feb. 9, 1910.

F. C. Bowman,
 Notary Public

SEAL

Recorded at request of A. T. Ryan, November 1, 1907 at 9:04 A.M. H. B. Curtis Recorder.

Recorder's fees, \$ By S. D. Hilliard Deputy Recorder.

From Book 6 of Q. C. Deeds, Page 358 3

361

EXHIBIT H

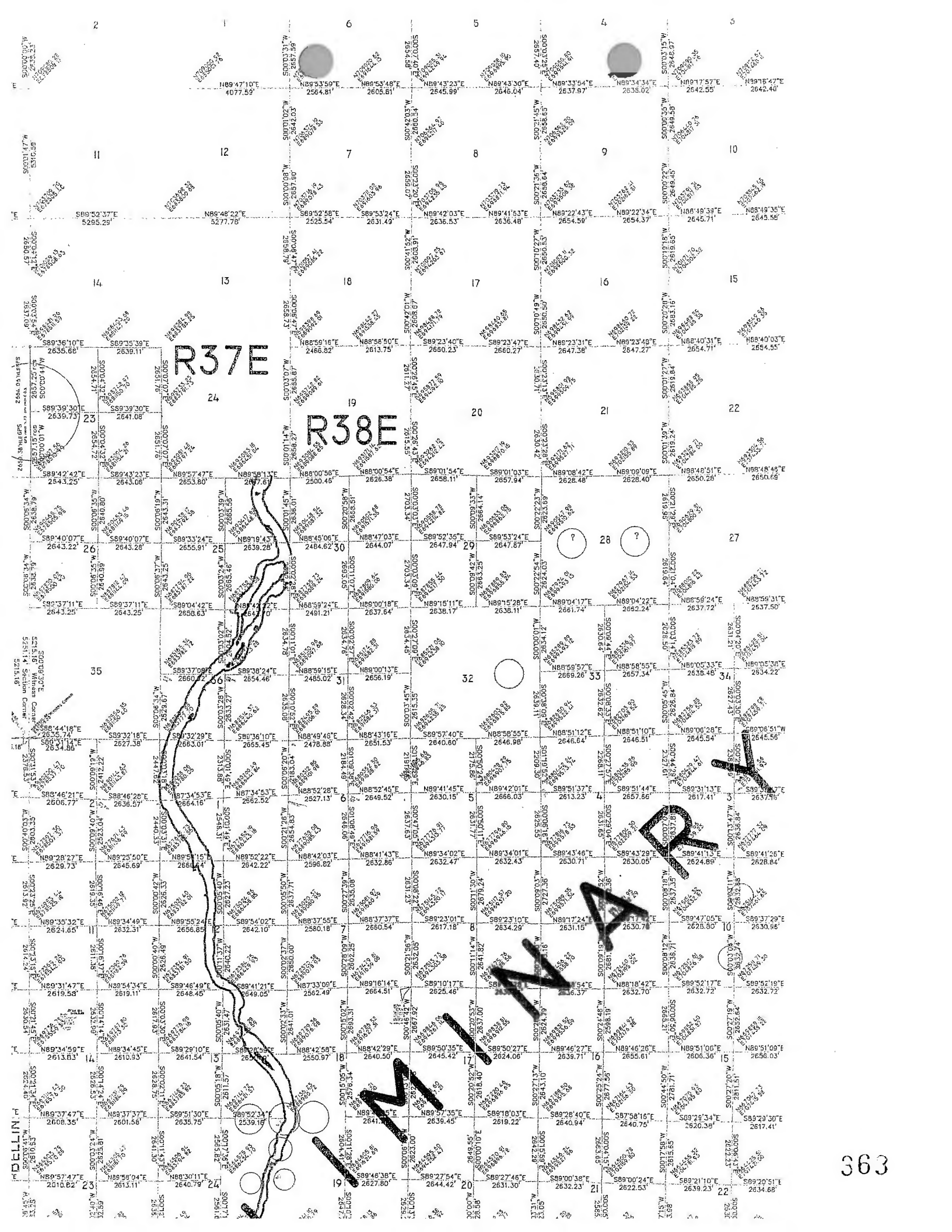


EXHIBIT I

South Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter of Section Twenty nine and the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Thirty in Township Two North of Range Forty one East of the Boise Meridian, Idaho, containing three hundred twenty acres, according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General.

NOW KNOW YE, That there is, therefore, granted by the United States unto the said claimant the tract of Land above described; To have and to hold the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF I Woodrow Wilson, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, in the District of Columbia, the Tenth day of February in the year of our Lord one thousand nine hundred and Nineteen and of the Independence of the United States the one hundred and Forty third.

By the President: Woodrow Wilson,

By M. P. LeRoy, Secretary.

L.Q.C. Lamar, Recorder of the General Land Office.

Recorded: Patent Number 665285

Recorded at the request of Idaho Farm Loan Co.,
March 6th, 1919, at 9:00 A. M.
Fee \$1.00

F. W. Jordan, Recorder.

By *Harry Riefler* Deputy.

No. 36474

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WARRANTY DEED:

THIS INDENTURE Made this 3rd day of March in the year of our Lord one thousand nine hundred and nineteen between C. L. Voss, Trustee for himself, Elenora E. Ainsworth, Ida M. Mulheron and Anna M. Adams, as and for the property of the estate of Caleb Squibb, deceased, and also Trustee for S. D. Grary, W. D. Grary, G. F. Kuehule, and the estate of George E. Gray, deceased, of Denison, Iowa, party of the first part, and Parley J. Davis of Bonneville County, Idaho, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Four Thousand Two Hundred Dollars (\$4200.00), lawful money of the United States of America to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever, all the following described real estate, situated, lying, and being in the County of Bonneville, State of Idaho, and bounded and particularly described as follows, that is to say:

The Southeast Quarter of Section Eight, and the Northeast Quarter of Section Seventeen, all in Township Three North of Range Thirty eight, East of the Boise Meridian, containing three hundred twenty acres. The intent of this instrument is to quit claim to the second party all of the Northeast Quarter of said Section Seventeen and the Northeast Quarter of the Southeast Quarter of said Section Eight in said Township Three North, Range Thirty eight, East of the Boise, Meridian containing two hundred acres and that the warranty of the title herein given does not extend to said last two above described tracts, but does extend to the

remainder of the land herein conveyed, that to say:

The South half of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of said Section Eight in said Township Three North, Range Thirty eight, East of the Boise Meridian, containing one hundred twenty acres.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title, and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever. And the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend, except as hereinbefore stated.

IN WITNESS WHEREOF The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

C. L. Voss, Trustee (SEAL).

Flora E. Iseminger. D. E. Voss.

State of Iowa.)

ss.

County of Crawford.)

On this 3rd day of March in the year 1919, before me a Notary Public, in and for said County and State, personally appeared C. L. Voss, known to me to be the Trustee for and in behalf of himself, Elenora E. Ainsworth, Ida M. Mulheron and Anna M. Adams, as an for the property of the estate of Caleb Squibb, deceased, and also Trustee for S. D. Grary, W. D. Grary, G. F. Kuehule, and the estate of George E. Gray, deceased, and also known to me to be the person whose name as Trustee is subscribed to the within instrument and acknowledge to me that he as such Trustee and for the uses and purposes stated in said instrument execute the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

SEAL

Daniel E. Voss, Notary Public.

Residing at Denison, Iowa.

\$4.50 I. R. Stamps cancelled.

Recorded at the request of C. E. Crowley,
March 7th, 1919, at 3:00 P. M.
Fee \$1.60

F. W. Jordan,

Recorder.

By

Harry Riefler

Deputy.

No. 36477

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WARRANTY DEED:

This Indenture, made the 26th day of March, in the year of our Lord one thousand and nine hundred, between Nelson Arave and Aroline Arave, his wife, of the County of Bingham and State of Idaho, the parties of the first part, and David E. Arave, of the County of Bingham and State of Idaho, the party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Thousand & No/100 Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot piece

EXHIBIT J

5301-4

State of Idaho
CORNER PERPETUATION AND FILING RECORD
(In compliance with Title 55, Chapter 16, Sections 1601-1612 CORNER PERPETUATION AND FILING)

1. DESCRIPTION OF CORNER EVIDENCE FOUND AND ORIGINAL RECORD, IF KNOWN. Date of work MAY 1979

T3N 17 16 R38E
 20 21

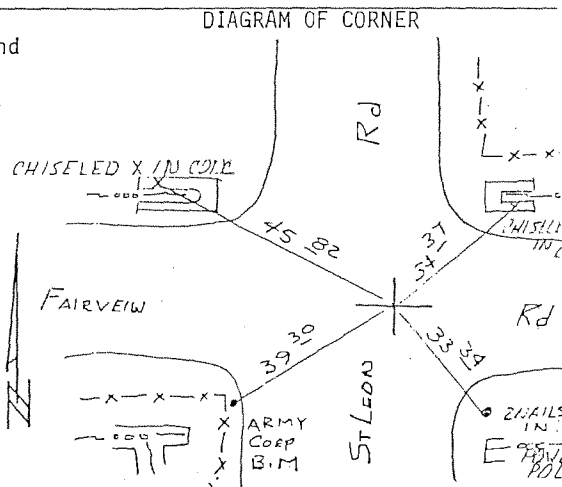
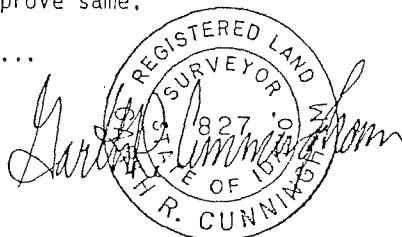
2. SKETCH WITH COURSE AND DISTANCE TO ADJACENT CORNERS, IF DETERMINED IN THIS SURVEY.
(Sketch may be pasted or drawn on reverse side of this form.)

3. DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE ORIGINAL LOCATION OF THIS CORNER. Date of work MAY 1979

FOUND 1/2" IRON ROD FROM OLD TIES

4. GARTH CUNNINGHAM, Registered Land Surveyor or Professional Engineer, State of Idaho, hereby certify that I have carefully performed or reviewed the work done on the diagrammed corner as reported in this Corner Perpetuation and Filing Record, and do approve same.

Date MAY 1979



Registration No. 827

(Place signature over PE or LS stamp or seal)

Office of Clerk and Recorder, County of BOONVILLE

This "Corner Record" was filed for record on the.....day of....., 19....., was noted on the cross-index plat and is assigned Page No....., in Book No.....

Cross Index No. A-9.....T.....R.....B.M.

INSTRUMENT NO. 578952
DATE 5-4-80
EST. CODE Official
COUNTY BOONVILLE
By [Signature]
Request of [Signature]

JAN 12 00 PM '80
BOONVILLE COUNTY CLERK
368

Elisworth Engineering, Inc.
Consulting Engineers and Land Surveyors

N-9

STATE OF IDAHO

CORNER PERPETUATION AND FILING RECORD

(In compliance with Title 55, Chapter 16, Sections 1601-1612 CORNER PERPETUATION AND FILING ACT).

1. DESCRIPTION OF CORNER EVIDENCE FOUND AND ORIGINAL RECORD, IF KNOWN. Date of work March 18, 1969

17	16
20	21

 T. 3 N. R. 38 E. B.M.

2. SKETCH, WITH COURSE AND DISTANCE TO ADJACENT CORNERS, IF DETERMINED IN THIS SURVEY. (Sketch may be pasted or drawn on reverse side of this form.)

17	5319.6	17	16	5294.4	16	15
20		20	21		21	22

5260.5

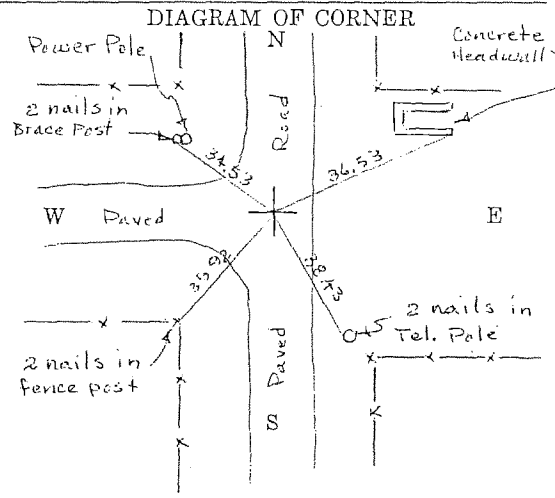
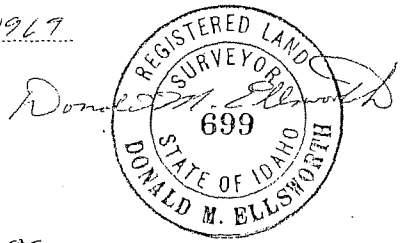
20	21
29	28

3. DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE ORIGINAL LOCATION OF THIS CORNER. Date of work March 18, 1969

Set an iron rod 1/2" diam. and 2' long flush with road surface.

4. I, Donald M. Ellsworth, Registered Land Surveyor or Professional Engineer, State of Idaho, hereby certify that I have carefully performed or reviewed the work done on the diagrammed corner as reported in this Corner Perpetuation and Filing Record, and do approve same.

Date Mar. 19, 1969



Registration No. 699

(Place signature over PE or LS stamp or seal)

Office of Clerk and Recorder, County of Bonneville

This "Corner Record" was filed for record on the _____ day of _____, 19____, was noted on the cross-index plat and is assigned Page No. _____, in Book No. _____.

Cross Index No. N-9 T. 3 N. R. 38 E. B.M.

County Official _____

EXHIBIT K

This Personal Representative's Deed of Distribution corrects the legal description in Tract 2 of that instrument recorded as No. 922372.

**CORRECTED
PERSONAL REPRESENTATIVE'S
DEED OF DISTRIBUTION**

THIS INDENTURE is made this 11 day of July, 1996, between Margy Spradling, Personal Representative of the Estate of Halene Loree Campbell Hodge, the "Grantor", and to the following persons at the addresses set forth below with respect to each identified tract, the "Grantee":

Margy Spradling 5135 LaMancha Way Salt Lake City, Utah 84118	Tract 1
V. Leo Campbell 10909 N. 15th E. Idaho Falls, Idaho 83401	Tract 2
Jo L. Campbell 4701 Fairbanks El Paso, Texas 79924	Tract 3

WHEREAS, Grantor is the duly appointed and acting personal representative of the Estate of Halene Loree Campbell Hodge, deceased; and

WHEREAS, Grantee is entitled to receive distribution of the property hereafter described in this deed pursuant to the provisions of the Idaho Uniform Probate Code;

NOW, THEREFORE, WITNESSETH, that the Grantor, for a valuable consideration, and for the purpose of distributing certain real property from the Estate of Halene Loree Campbell Hodge, deceased, does by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto each Grantee, and to each Grantee's heirs and assigns forever, all that certain parcel of land, situate, lying and being in Bonneville County and more particularly described as follows:

Tract 1 (to Margy Spradling):

Beginning at a point that is North along the Section line 327.50 feet from the East 1/4 corner of Section 17, Township 3 North, Range 38 East of the Boise Meridian; running thence S. $89^{\circ}58'35''$ W. 2646.80 feet; thence S. $00^{\circ}15'30''$ W. 101.80 feet; thence N. $89^{\circ}58'35''$ E. 2192.23 feet; thence N. $00^{\circ}36'54''$ W. 36.25 feet; thence S. $89^{\circ}51'15''$ E. 455.42 feet; North 66.89 feet to the point of beginning.

Tract 2 (to V. Leo Campbell):

Beginning at the East 1/4 corner of Section 17, Township 3 North, Range 38 East of the Boise Meridian; running thence North along the Section line 25.00 feet; thence S. $89^{\circ}58'35''$ W. 452.88 feet; thence N. $00^{\circ}36'54''$ W. 200.72 feet to the true point of beginning; running thence S. $89^{\circ}58'35''$ W. 2192.23 feet; thence S. $00^{\circ}15'30''$ W. 115.48 feet; thence N. $89^{\circ}58'35''$ E. 2193.99 feet; thence N. $00^{\circ}36'54''$ W. 115.49 feet to the true point of beginning.

Tract 3 (to Jo L. Campbell):

Beginning at the East 1/4 corner of Section 17, Township 3 North, Range 38 East of the Boise Meridian; running thence North along the Section line 25.00 feet; thence S. $89^{\circ}58'35''$ W. 452.88 feet; thence N. $00^{\circ}36'54''$ W. 85.23 feet; thence S. $89^{\circ}58'35''$ W. 2193.99 feet; thence S. $00^{\circ}15'30''$ W. 110.23 feet; thence N. $89^{\circ}58'35''$ E. 2648.28 feet to the point of beginning.

Tract 4 (easement):

Beginning at the East 1/4 corner of Section 17, Township 3 North, Range 38 East of the Boise Meridian; running thence North along the Section line 25.00 feet; thence S. $89^{\circ}58'35''$ W. 452.88 feet; thence N. $00^{\circ}36'54''$ W. 200.72 feet; thence S. $89^{\circ}58'35''$ W. 25 feet; thence S. $00^{\circ}15'30''$ W. approximately 225.72 feet to the South boundary of Tract 3; thence N. $89^{\circ}58'35''$ E. approximately 477 feet to the point of beginning.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

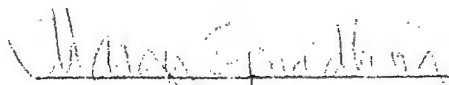
In construing this deed and where the context so requires, the singular includes the plural.

No Grantee has any interest in the property distributed to any other Grantee except as provided below with respect to easements.

EASEMENTS

Tract 3 is subject to an easement in favor of Tract 2 and Tract 1, and Tract 2 is subject to an easement in favor of Tract 1. The easement is described above. The purpose of the easement is to allow ingress and egress to the parcels for farming purposes and all other purposes permitted by law. The easement shall be appurtenant to and shall run with the land. The owners of the property subject to the easement shall do nothing to interfere with the access across the easement. If it becomes necessary to repair the bridge at St. Leon road, each of the tracts shall be responsible for one-third the costs thereof. Otherwise, no party shall be responsible for maintaining the easement, but each party shall have the right to maintain the easement as desired.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

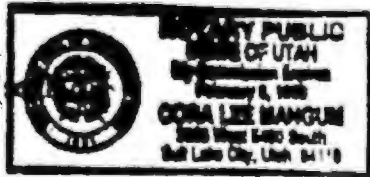


Margy Spradling
Personal Representative

STATE OF UTAH)
)ss.
County of Salt Lake)

On the 16th day of July, 1996, before me, the undersigned, a notary public in and for said State, personally appeared Margy Spradling known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Halene Loree Campbell Hodge and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Coral Lee Mangum
Notary Public for Utah
Residing at: Salt Lake County
My Commission Expires: 1/8/98

GYWPDAT\GIM-2406\NAK020709.D003.01

INSTRUMENT NO.	<u>924841</u>
DATE	<u>7-23-96</u>
INST. CODE	<u>285</u>
FICHE NO.	<u>11544 20</u>
FEE	<u>12.00</u>
STATE OF UTAH) CLERK OF DISTRICT COURT) ss. I hereby certify that the within instrument was recorded.	
Randal Longmore, County Recorder	
By	<u>[Signature]</u> Deputy
Request of	<u>Halene K. Hodge</u>

EXHIBIT L

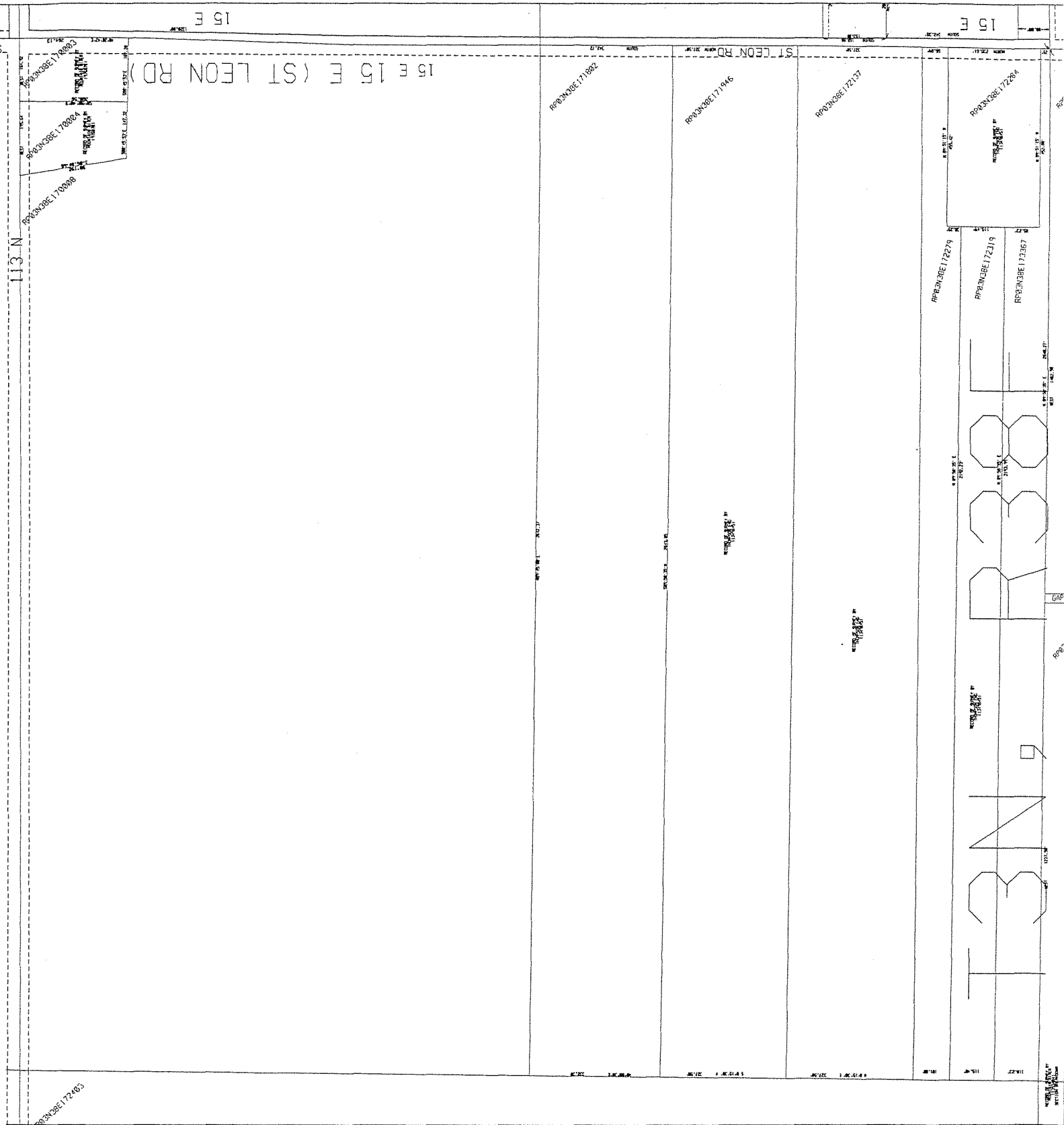


EXHIBIT M

J-9

5301-31

577473

STATE OF IDAHO

CORNER PERPETUATION AND FILING RECORD

(In compliance with Title 55, Chapter 16, Sections 1601-1612 CORNER PERPETUATION AND FILING ACT).

1. DESCRIPTION OF CORNER EVIDENCE FOUND AND ORIGINAL RECORD, IF KNOWN. Date work 9-1-78Found, using tie:
From ELSWORTH
ENGINEERING

8	9
17	16

T. 3 N. R. 38 E. B.M.

2. SKETCH, WITH COURSE AND DISTANCE TO ADJACENT CORNERS, IF DETERMINED IN THE SURVEY. (Sketch may be pasted or drawn on reverse side of this form.)



8 9
17 16
26.00 E.S.
17 16
20 21

Dec 7 2 13 PM '78

BONNIEVILLE COUNTY
CLERK

577473

3. DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE ORIGINAL LOCATION OF THIS CORNER. Date of work.....

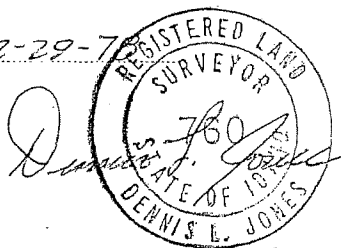
CORNER IS 1/2" IRON ROD 24" LONG
LEADER FLUSH WITH THE SURFACE.

INSTRUMENT NO. 13-7
DATE 12-7-78
INST. CODE 330
FICHE NO. 499
FEE 1.00
STATE OF IDAHO
COUNTY OF BONNIEVILLE
I, Dennis L. Jones, Registered Land Surveyor or Professional Engineer, State of Idaho, hereby certify that I have carefully performed or reviewed the work done on the diagrammed corner as reported in this Corner Perpetuation and Filing Record, and do approve same.
By Dennis L. Jones

4.

DIAGRAM OF CORNER

I, Dennis L. Jones, Registered Land Surveyor or Professional Engineer, State of Idaho, hereby certify that I have carefully performed or reviewed the work done on the diagrammed corner as reported in this Corner Perpetuation and Filing Record, and do approve same.

Date 12-29-78Registration No. 760

(Place signature over PE or LS stamp or seal)

Office of Clerk and Recorder, County of.....

This "Corner Record" was filed for record on the day of, 19....., was noted on the cross-index plat and is assigned Page No....., in Book No.....

Cross Index No. J-9 T. R. B.M.County Boonville

373

Page.....

EXHIBIT N

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

Attorney for Defendants

BONNEVILLE COUNTY
11 JUN -7 PM 4: 53

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
CAMPBELL,)

Plaintiffs,)

vs.)

JAMES C. KVAMME and DEBRA)
KVAMME,)

Defendants.)

Case No. CV 10-3879

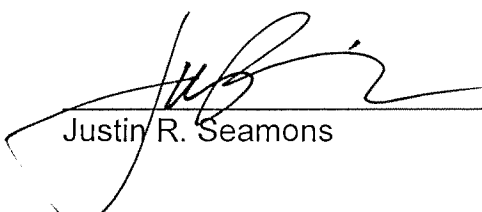
NOTICE OF HEARING

(Motion for Summary Judgment)

The Defendants will call their **MOTION FOR SUMMARY JUDGMENT** for hearing
at the following address at 11:00 p.m. on Tuesday, July 5, 2011:

Bonneville County Courthouse
Attn: Jon J. Shindurling, District Judge
605 North Capital Avenue
Idaho Falls, ID 83402

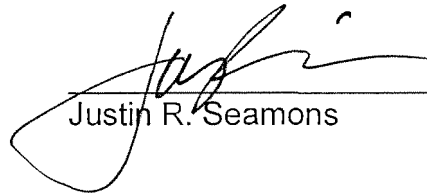
Dated June 7, 2011.


Justin R. Seamons

CERTIFICATE OF SERVICE

I served a copy of the foregoing NOTICE OF HEARING on the following person
on June 7, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271



Justin R. Seamons

2011 JUN 17 PM 3:56

CHARLES C. JUST, ESQ. – ISB 1779
KIPP L. MANWARING, ESQ. – ISB 3817
JUST LAW OFFICE
381 Shoup Avenue
P.O. Box 50271
Idaho Falls, Idaho 83405
Telephone: (208) 523-9106
Facsimile: (208) 523-9146

Attorneys for the Campbells

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
STATE OF IDAHO, COUNTY OF BONNEVILLE**

V. LEO CAMPBELL and KATHLEEN
CAMPBELL, husband and wife;

Plaintiffs,

vs.

JAMES C. KVAMME and DEBRA
KVAMME, husband and wife; and JOHN
DOES I-X;

Defendants.

Case No. CV-2010-3879

**MOTION FOR EXTENSION OF
TIME**

In accordance with I.R.C.P. 56(f), the Campbells move the court for its order extending time to respond to the Kvammes' motion for summary judgment.


Supporting the Kvammes' motion for summary judgment is the affidavit of Kim Leavitt. The Kvammes' theory is based entirely upon Leavitt's analyses and opinion offered in the affidavit. When the Kvammes' delivered their motion and supporting documents, it was the first time Leavitt had been identified as a witness and was the first time the analyses in his affidavit had been presented.

The Campbells need time to depose Leavitt and challenge the analyses contained in his affidavit. Leavitt's analyses do not comply with law and his entire affidavit may be inadmissible. Under I.C. § 31-2709, the United States manual of surveying instructions must be followed and

applied in all surveys. Leavitt's affidavit does not comply with the United States manual. In fact, Leavitt's analyses appear to be contrived explanations created solely to lend passing support to the Kvammes' position. A deposition would reveal whether Leavitt applied survey standards to his analyses and whether he in fact has a scientific basis for questioning the Thompson survey at issue.

Oral argument is requested.

Dated this 17 day of June, 2011.


Kipp L. Manwaring, Esq.
Attorney for the Plaintiffs

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 17th day of June, 2011, a true and correct copy of the foregoing document was served upon the person or persons named below, in the manner indicated.

Justin R. Seamons
Attorney at Law
414 Shoup Avenue
Idaho Falls, Idaho 83402

☐ Hand Delivered
☒ U.S. Mail, Postage Prepaid
☐ Facsimile
☐ Other _____


Leslie Northrup
Paralegal

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

Attorney for Defendants

BONNEVILLE COUNTY

11 JUN 21 10:43

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
CAMPBELL,)
)
Plaintiffs,)
)
vs.)
)
JAMES C. KVAMME and DEBRA)
KVAMME,)
)
Defendants.)
_____)

Case No. CV 10-3879

**OBJECTION TO RECORD OF
SURVEY**

The Plaintiffs filed an AFFIDAVIT OF COUNSEL, dated May 17, 2011.
EXHIBIT D of the affidavit is a RECORD OF SURVEY.

The Defendants hereby object to the RECORD OF SURVEY and the arguments
of Kipp L. Manwaring regarding the RECORD OF SURVEY. The Defendants
respectfully move the court to strike them in accordance with I.R.C.P. 56(e), I.R.E. 701,
I.R.E. 702, I.R.E. 901, and I.R.E. 103(a)(1).

ARGUMENT OF COUNSEL	OBJECTION
<p>"Lying 15 feet south of the coterminous described boundary of the parties' respective parcels and entirely within the Campbells' land is a fence (disputed fence)." <u>See</u> MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT, p. 3.</p>	<ol style="list-style-type: none"> 1. Violates the best evidence rule. The best evidence of the "coterminous described boundary" is the original survey of 1877. <u>See</u> I.R.E. 1002; <u>see also</u> AFFIDAVIT OF KIM H. LEAVITT, dated June 7, 2011. In this regard, please note that the fence sits on the boundary between the parties' respective parcels of real property. 2. Assumes facts that are not in evidence. 3. Lack of competency. 4. Lack of foundation. 5. Not based on personal knowledge. 6. Based on speculation. 7. Based on hearsay. 8. Conclusory and argumentative. 9. Kipp L. Manwaring is not an expert witness regarding the "coterminous described boundary" or the location of the fence.
<p>"A portion of the Kvammes' center pivot pad, together with a pump and mainline, encroach upon the Campbells' land." <u>See</u> MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT, p. 3.</p>	<ol style="list-style-type: none"> 1. Violates the best evidence rule. The best evidence of the location of the "pivot pad, together with the pump and mainline, is a survey thereof. <u>See</u> I.R.E. 1002. 2. Assumes facts that are not in evidence. 3. Lack of competency. 4. Lack of foundation.

	<p>5. Not based on personal knowledge.</p> <p>6. Based on speculation.</p> <p>7. Based on hearsay.</p> <p>8. Conclusory and argumentative.</p> <p>9. Again, Kipp L. Manwaring is not an expert witness regarding the location of the "pivot pad, together with the pump and mainline."</p>
<p>"That survey confirmed the disputed fence lies within the Campbells' property." See MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT, p. 4.</p>	<p>1. Violates the best evidence rule. The best evidence of the location of the fence and the boundary of the "property" is the original survey of 1877. See I.R.E. 1002; see also AFFIDAVIT OF KIM H. LEAVITT, dated June 7, 2011. In this regard, please note that the fence sits on the boundary between the parties' respective parcels of real property.</p> <p>2. Assumes facts that are not in evidence.</p> <p>3. Lack of competency.</p> <p>4. Lack of foundation.</p> <p>5. Not based on personal knowledge.</p> <p>6. Based on speculation.</p> <p>7. Based on hearsay.</p> <p>8. Conclusory and argumentative.</p> <p>9. Again, Kipp L. Manwaring is not an expert witness regarding the survey, the location of the fence, or the boundary.</p>

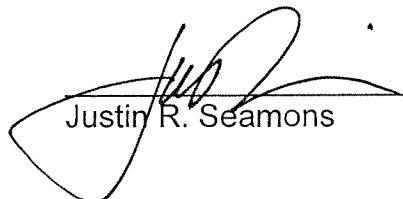
"As part of the Campbells' plans to sell their property, they obtained a survey to confirm the dimensions of their land."
See MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT, p. 4.

1. Assumes facts that are not in evidence.
2. Lack of competency.
3. Lack of foundation.
4. Not based on personal knowledge.
5. Based on speculation.
6. Based on hearsay.
7. Conclusory and argumentative.
8. Again, Kipp L. Manwaring is not an expert witness regarding the survey or the "dimensions" of the land.

CONCLUSION

Kipp L. Manwaring is not a witness in this case, lay, expert, or otherwise. He did not prepare the RECORD OF SURVEY, he cannot identify it, he cannot authenticate it, he is not competent to testify regarding it, he cannot lay a proper foundation for it, it is not based on his personal knowledge, and his arguments regarding it are speculative, based on hearsay, conclusory, and argumentative. The RECORD OF SURVEY is not admissible.

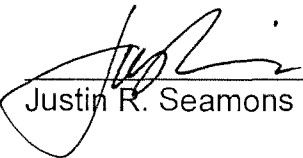
Dated June 21, 2011.


Justin R. Seamons

CERTIFICATE OF SERVICE

I served a copy of the foregoing OBJECTION TO RECORD OF SURVEY on the following person on June 21, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271



Justin R. Seamons

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

Attorney for Defendants

BONNEVILLE COUNTY
11 JUN 21 1:14:43

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
CAMPBELL,)
)
Plaintiffs,)
)
vs.)
)
JAMES C. KVAMME and DEBRA)
KVAMME,)
)
Defendants.)
_____)

Case No. CV 10-3879

**OBJECTION TO PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT**

The Plaintiffs and their attorney of record, Kipp L. Manwaring, have engaged in gamesmanship and duplicity throughout the course of this case. The Defendants respectfully object.

I.

This case is a simple boundary dispute, involving a sliver of farm ground that is only 15 feet wide. Thus, the first rule of civil procedure is critical and important to this case:

. . . These rules shall be liberally construed to secure the just, speedy, and inexpensive determination of every action and proceeding.

II.

The Defendants, with the Plaintiffs' full knowledge, installed a center irrigation pivot on the N1/2 of the NE1/4 in 2008. The pivot was designed and engineered to cover both the N1/2 of the NE1/4 and the S1/2 of the NE1/4. At the time, the Defendants were farming both halves.

The Plaintiffs thereafter received a RECORD OF SURVEY from Thompson Engineering, Inc. in 2009. The Plaintiffs refused to provide a copy of it to the Defendants, but alleged that it showed that the fence in this case was 15 feet south of the alleged boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4.

According to the Defendants, the center irrigation pivot is located within the 15 foot area.

The Plaintiffs disclosed their dark, but true motive in this case in a letter, dated May 27, 2010:

. . . Further, in the event such personal property [i.e. pump, anchor pad, and mainline] is determined to be a fixture, it remains as part of the real property and title to all such property is quieted in the names of the owners of the real property.

Thus, the Plaintiffs' goal in this case is to take the Defendants' center irrigation pivot, if not in whole, then at least in part—that is, the “pump, anchor pad, and mainline.” The reason is simple and straightforward: The center irrigation pivot was designed and engineered to irrigate both halves, including the S1/2 of the NE1/4.

III.

The Defendants have made, and continue to make, offer after offer of settlement in this case, but to absolutely no avail.

At the scheduling conference on October 12, 2010, Mr. Manwaring was anxious to put the Plaintiffs in a good light in front of the court. He eagerly asked the court to order the parties to go to mediation. Based on the Plaintiffs' repeated refusals to discuss the possibility of settlement and their repeated rejections of the Defendants' offers of settlement, I candidly told the court that mediation would not be necessary. Nonetheless, the court ordered the parties to go to mediation and to do so in good faith.

Shortly thereafter, and unbeknownst to the court, Mr. Manwaring sent an e-mail to me, plainly stating the following:

. . . The Campbells are fixed in their position and are not interested in a settlement conference.

Believing that the duty to mediate in good faith might yet produce a positive result, the Defendants filed a MOTION FOR COURT TO APPOINT MEDIATOR on January 10, 2011.

The Plaintiffs then capitulated and ostensibly agreed to obey the court's order and go to mediation.

On the morning of the mediation, I parked next to V. Leo Campbell. He was sitting in his car, smoking a cigarette. The Plaintiffs then made a token appearance at the mediation and abruptly left. According to the Plaintiffs, V. Leo Campbell was not feeling well. Thus, the Plaintiffs did not complete the mediation or mediate in good faith.

IV.

The Plaintiffs filed the complaint in this case on June 30, 2010. Shortly thereafter, Mr. Manwaring sent a letter to me on August 16, 2010. In the letter, the Plaintiffs threatened the Defendants, “demanding” that the Defendants “remove their wheel line and all other moveable personal property from the Campbells’ land.”

I responded to Mr. Manwaring on August 18, 2010, and specifically and expressly stated the following:

. . . Please notify Mr. and Mrs. Campbell not to “take action into their own hands,” but to follow the law and proceed through the court; otherwise, I will file an application against Mr. and Mrs. Campbell to maintain the 50-year-plus status quo pending the outcome of this case.

Notwithstanding the foregoing written notice, the Plaintiffs thereafter tore out and removed a section of the fence that runs between the parties’ respective parcels of real property. Thankfully, they did not damage the pivot.

This court strongly disfavors the resort to forceful self-help in resolving property disputes. See *Burke v. Prudential Ins. Co. Of Am.*, No. 02C5910, 2004 WL 784073, at 4 (N.D. Ill. Jan. 29, 2004) (“Self-help in litigation is not condoned by the court.”); *Doles v. Doles*, No. 17462, 2000 WL 511693, at 2, (Va. Cir. Ct. Mar. 10, 2000) (“Public policy favors the settlement of disputes by litigation, rather than by self help force.”) When parties have entered into a conflict over real property, the rights are usually fixed far in advance of the exchange of attorney’s letters, or subsequent filing of a lawsuit, motions, depositions, and hearings. Making a bold physical attempt to gain, or regain, possession or control of a real property interest, by demolishing or erecting gates or fences, bulldozing land, etc., results in no strategic advantage. Instead, passions become inflamed, positions become entrenched, damages are exacerbated rather than mitigated, and the parties end up spending far more money in litigation than their supposed interest was worth to begin with. Attorneys who counsel their clients to engage in self-help, without being certain that the respective rights and responsibilities have been settled, do their clients a disservice. Clients who ignore the advice of counsel and take matters into their own hands do themselves a disservice. In short, parties who

attempt to solve a property dispute through their own forceful action do so at their own peril.

See Weitz v. Green, 148 Idaho at 864, 230 P.3d at 756.

V.

Again, the Plaintiffs filed the complaint in this case on June 30, 2010. Immediately thereafter, Mr. Manwaring began threatening to file a motion for summary judgment. I explained that the Defendants needed to complete their discovery and asked Mr. Manwaring to proceed accordingly. He did not; the threats continued.

I finally wrote a letter to Mr. Manwaring on October 4, 2010, stating, in pertinent part, the following:

In addition, I need to depose Mr. and Mrs. Campbell, as well as possibly two other people; however, before then, I need to research a few issues at the county. I fully understand Mr. and Mrs. Campbell's strategy of moving for summary judgment before Mr. Kvamme can research the issues in this case and discover the facts herein; nonetheless, this case is barely three months old. Thus, as I notified you before, if you file a motion for summary judgment before the completion of discovery, I will file a motion for an extension of time under I.R.C.P. 56(f).

Please note that the "two other people" whom I need to depose are Jo Le Campbell and Margy Spradling. They are V. Leo Campbell's siblings.

In any event, the Defendants served interrogatories on the Plaintiffs on September 6, 2010. The interrogatories asked the Plaintiffs to disclose the names, addresses, and telephone numbers of the people who know about the facts of this case, such as Jo Le Campbell and Margy Spradling. In response, the Plaintiffs disclosed the names of Jo Le Campbell and Margy Spradling, but not their addresses and telephone numbers.

I wrote a letter to Mr. Manwaring on November 1, 2010, notifying him that I was ready to proceed with depositions. For purposes of scheduling, I wanted to depose the following people and in the following order:

1. V. Leo Campbell (Plaintiff)
2. Kathleen Campbell (Plaintiff)
3. Jo Le Campbell
4. Margy Spradling

See Letter, attached hereto.

In response, Mr. Manwaring wrote a letter to me on November 15, 2010. With respect to the Plaintiffs, Mr. Manwaring claimed that "it is not reasonable given the issues in this case to require two days to take the Campbells' depositions." Thus, he threatened to file a motion for a protective order.

With respect to the Plaintiff's siblings—that is, Jo Le Campbell and Margy Spradling, Mr. Manwaring stated the following:

If you desire to take the deposition of the fact witnesses identified in your letter, you should schedule them in accordance with the above available dates and subpoena those persons.

Again, Jo Le Campbell and Margy Spradling are the Plaintiff's siblings; moreover, the Plaintiffs did not disclose their addresses and telephone numbers.

Thus, I wrote a letter to Mr. Manwaring on November 19, 2010, and stated the following:

In light of the fact that Jo Le Campbell and Margy Spradling are Mr. Campbell's brother and sister, please notify Mr. and Mrs. Campbell that they must produce their addresses and telephone numbers in full by

2:30 p.m. on Monday, November 22, 2010; otherwise, I will file a motion to compel against Mr. and Mrs. Campbell in accordance with I.R.C.P. 37.

See Letter, attached hereto.

The Plaintiffs finally complied and duly disclosed the addresses and telephone numbers of Jo Le Campbell and Margy Spradling at 4:29 p.m. on November 22, 2010.

Nonetheless, the game was just beginning.

Mr. Manwaring filed a MOTION FOR PROTECTIVE ORDER on November 15, 2010. In it, he specifically and expressly sought to "limit" the entire deposition of the Plaintiffs to "½ day." He thereafter refused to relent and actually took the issue to hearing on December 2, 2010.

At the hearing, and then only upon questioning from the court, did Mr. Manwaring finally back down and agree to allow the Defendants to fully depose the Plaintiffs. Because of three alleged medical conditions, I agreed to break the deposition of V. Leo Campbell into segments, not to exceed ½ day per segment.

Since then, I have only been able to complete three segments of his deposition; in addition, each segment was only two hours or less.

On February 15, 2011, the parties went to mediation. Again, the Plaintiffs made a token appearance at the mediation and abruptly left. Since then, V. Leo Campbell has failed and/or refused to complete his deposition. It is now June 21, 2011.

With respect to Mr. Campbell's three alleged medical conditions, according to Mr. Manwaring, the Plaintiff has (1) pulmonary hypertension, (2) pulmonary fibrillation, and (3) arterial fibrillation. At the hearing, I objected to Mr. Manwaring's legal and factual qualifications to opine about Mr. Campbell's three alleged medical conditions.

The proffered letter from Dr. Perttula, dated November 10, 2010, does not state, suggest, or even infer that Mr. Campbell has any of the foregoing medical conditions. Nonetheless, the court gave him "the benefit of the doubt."

I took the first segment of Mr. Campbell's deposition on December 3, 2010. It turns out that Dr. Perttula is simply a general practitioner. He is not treating Mr. Campbell for anything:

Q. What is he treating you for?

A. Dr. Perttula?

Q. Yeah.

A. He's just a family doctor. He takes care of my needs for a family doctor.

Q. He's not treating you, then, for any particular condition?

A. No.

Q. Illness or infirmity?

A. No, not at this time.

See DEPOSITION OF V. LEO CAMPBELL, vol. I, p. 36, ll. 3-12.

With respect to his alleged pulmonary hypertension, Mr. Campbell stated the following at his deposition:

Q. Do you have pulmonary hypertension?

A. I believe that's what they've diagnosed.

Q. "They" would be Dr. Maley?

A. Yes.

Q. And he is the one that referred you to the specialist in Pocatello for further treatment?

OBJECTION - 8

A. Yes.

Q. Did Dr. Maley tell you that you have pulmonary hypertension, or he's referring you to a specialist to see if you have pulmonary hypertension?

A. He said there may be. He didn't have all the results in yet from the hospital, from the heart monitor.

Q. Does he have those results now?

A. I don't know.

Q. Has he talked with you about the type of pulmonary hypertension that you might have?

A. No.

Q. You don't know whether it's arterial or venous or thrombic?

A. I have no idea.

See DEPOSITION OF V. LEO CAMPBELL, vol. I, p. 43, ll. 23-25, and p. 44, ll. 1-20.

With respect to his alleged pulmonary fibrillation, Mr. Campbell stated the following at his deposition:

Q. Do you have pulmonary fibrosis?

A. Yes. That's their contention. That's what I'm going to the specialist in Pocatello, and they'll make their determination there.

Q. As with the possibility that you might have pulmonary hypertension at this time, this is only a possibility you might have pulmonary fibrosis?

A. Well, he said the chances are excellent that I do have it. That was part of his – what you call that thing?

Q. Diagnosis?

A. Diagnosis, yes. Thanks.

Q. And when you say "part of his diagnosis," who made this diagnosis?

A. Dr. Maley.

Q. But, again, he's referring you to the specialist in Pocatello for the actual diagnosis.

A. Yes.

See DEPOSITION OF V. LEO CAMPBELL, vol. I, p. 48, ll. 1-19.

Finally, with respect to his alleged arterial fibrillation, Mr. Campbell stated the following at his deposition:

Q. Do you have arterial fibrillation?

A. I don't know what that is. I might have it. I don't know.

Q. Do you have high blood pressure or heart disease?

A. No. I don't have high blood pressure. Heart disease, possibly.

Q. Who's talked with you about that possibility?

A. I can't remember the guy's name. The heart specialist, big, heavyset fellow. I can't remember his name.

Q. Did he actually make a diagnosis?

A. No.

See DEPOSITION OF V. LEO CAMPBELL, vol. I, p. 50, ll. 2-15.

VI.

Again, I have only been able to complete three segments of Mr. Campbell's deposition. Since the date of the mediation—that is, since February 15, 2011, Mr. Campbell has failed and/or refused to complete his deposition. It is now June 21, 2011.

In addition, I have not yet deposed Mrs. Campbell, the other Plaintiff, or Jo Le Campbell or Margy Spradling.

Nonetheless, Mr. Manwaring wrote a letter to me on March 31, 2011. According to him, "the last instruction from the Campbells to this office was to proceed with a motion for summary judgment." Alas, back to square one.

I immediately called Mr. Manwaring on March 31, 2011, and told him not to file a motion for summary judgment until I have completed the depositions of Mr. Campbell, Mrs. Campbell, Jo Le Campbell, and Margy Spradling.

He did not relent; instead, he wrote another letter to me on April 27, 2011, and stated the following:

Although Mr. Campbell is not currently able to sit for deposition or trial, the Campbells have asked me to proceed with a motion for summary judgment.

I immediately wrote a letter back to him on April 27, 2011, and stated the following:

. . . You are welcome to file a motion for summary judgment. Again, Mr. and Mrs. Campbell have repeatedly threatened to file a motion for summary judgment before Mr. and Mrs. Kvamme can complete their discovery. Thus, if you file a motion for summary judgment, I will file a motion for an extension of time in accordance with I.R.C.P. 56(f). In addition, Mr. and Mrs. Kvamme hereby reserve the right to file a motion for sanction against Mr. and Mrs. Campbell and/or you in accordance with I.R.C.P. 11. In this regard, please recall the comments of Judge Shindurling at the hearing of Mr. and Mrs. Campbell's feigned motion for protective order—that is, that Mr. and Mrs. Kvamme will be allowed to depose Mr. and Mrs. Campbell.

Of course, Mr. Manwaring filed the MOTION FOR SUMMARY JUDGMENT on May 17, 2011. The motion includes excerpts from the still incomplete deposition of V. Leo Campbell, as well as affidavits from Jo Le Campbell and Margy Spradling.

OBJECTION - 11

VII.

Upon receiving the MOTION FOR SUMMARY JUDGMENT, I immediately sent an e-mail to Mr. Manwaring on May 19, 2011, asking him to confirm dates so that I could complete the deposition of Mr. Campbell.

In addition, I specifically and expressly asked him to "vacate the hearing so that I can depose your affiants"—that is, Jo Le Campbell and Margy Spradling.

Again, I want to depose Mr. Campbell, then Mrs. Campbell, then Jo Le Campbell, and then Margy Spradling.

To date—that is, June 21, 2011, Mr. Manwaring has not confirmed any available dates for Mr. Campbell.

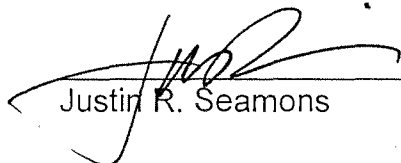
In addition, he has not confirmed any available dates for the deposition of Jo Le Campbell.

Finally, he has not vacated the hearing.

CONCLUSION

The Defendants respectfully request the court to order the Plaintiffs and Mr. Manwaring to hereafter comply with the rules of civil procedure, to not take any further action into their own hands, and to act in good faith for the remainder of this case. Again, the first rule of civil procedure is critical and important: "A just, speedy, and inexpensive determination of every action."

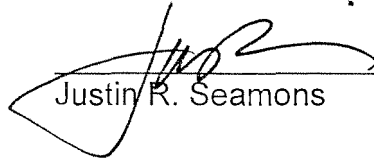
Dated June 21, 2011.


Justin R. Seamons

CERTIFICATE OF SERVICE

I served a copy of the foregoing OBJECTION TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT on the following person on June 21, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271


Justin R. Seamons

JUSTIN R. SEAMONS

ATTORNEY AT LAW

SHOUP EXECUTIVE SUITES

414 Shoup Avenue
Idaho Falls, ID 83402

Office: (208) 542-0600
Facsimile: (208) 529-4166

November 1, 2010

SENT VIA FACSIMILE

Kipp L. Manwaring
(208) 523-9146

Re: Campbell v. Kvamme, Case No. CV 10-3879.

Dear Mr. Manwaring:

I am now ready to depose Mr. and Mrs. Campbell. For purposes of scheduling, I will depose Mr. Campbell first and Mrs. Campbell second. I will start with Mr. Campbell in the morning and proceed until I have finished with Mrs. Campbell. The depositions will likely take one full day, but please schedule two consecutive days to be safe.

I am available on the following dates:

Monday, November 22, 2010
Tuesday, November 23, 2010
Tuesday, November 30, 2010
Wednesday, December 1, 2010
Thursday, December 2, 2010
Friday, December 3, 2010
Thursday, December 9, 2010
Friday, December 10, 2010

Please confirm two consecutive days as soon as possible.

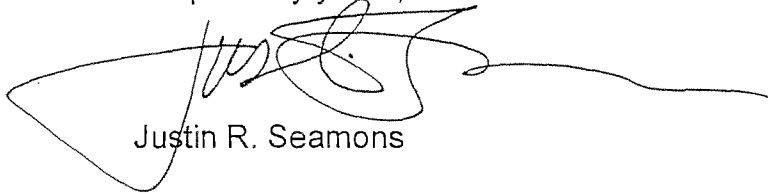
In addition, I want to depose Jo L. Campbell and Margy Spradling. For purposes of scheduling, I will depose them after Mr. and Mrs. Campbell, above. Each deposition will likely take one-half of a day. Please confirm as soon as possible.

Kipp L. Manwaring
November 1, 2010
Page 2

Finally, I want to depose any person who will file or otherwise submit an affidavit in support of Mr. and Mrs. Campbell's upcoming motion for summary judgment, including, without limitation, Kurt Young. Again, please confirm as soon as possible.

Thank you for your cooperation.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Justin R. Seamons", with a long horizontal flourish extending to the right.

Justin R. Seamons

JUSTIN R. SEAMONS

ATTORNEY AT LAW

SHOUP EXECUTIVE SUITES

414 Shoup Avenue
Idaho Falls, ID 83402

Office: (208) 542-0600
Facsimile: (208) 529-4166

November 19, 2010

SENT VIA FACSIMILE

Kipp L. Manwaring
(208) 523-9146

Re: Campbell v. Kvamme, Case No. CV 10-3879.

Dear Mr. Manwaring:

I have prepared this letter to confirm the receipt of your correspondence, dated November 15, 2010. The closing paragraph of your correspondence states the following:

If you desire to take the deposition of the fact witnesses identified in your letter, you should schedule them in accordance with the above available dates and subpoena those persons.

As you know, the "fact witnesses" are Mr. Campbell's brother and sister, Jo L. Campbell and Margy Spradling. I am disappointed, but not surprised by the continued gamesmanship. Please recall that the purpose of the Idaho Rules of Civil Procedure is "to secure the just, speedy, and inexpensive determination of every action." See I.R.C.P. 1(a).

In any event, I am willing to schedule and subpoena them. In order to do so, Mr. and Mrs. Campbell need to provide their addresses and telephone numbers in accordance with INTERROGATORY NOS. 6 and 7, dated September 6, 2010. In this regard, Mr. and Mrs. Campbell's current ANSWERS are "evasive and incomplete" in violation of I.R.C.P. 37(a)(3).

In light of the fact that Jo L. Campbell and Margy Spradling are Mr. Campbell's brother and sister, please notify Mr. and Mrs. Campbell that they must produce their addresses and telephone numbers in full by 2:30 p.m. on Monday, November 22, 2010; otherwise, I will file a motion to compel against Mr. and Mrs. Campbell in accordance with I.R.C.P. 37.

Kipp L. Manwaring
November 19, 2010
Page 2

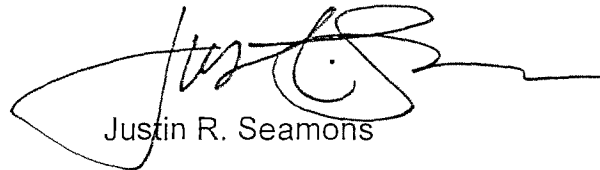
In addition, Mr. and Mrs. Campbell's current RESPONSES to REQUESTS FOR PRODUCTION NOS. 1 through 6 are also "evasive and incomplete" in violation of I.R.C.P. 37(a)(3). In this regard, Mr. and Mrs. Campbell identified Kevin Thompson as an expert witness; however, they did not produce his resume, curriculum vitae, report, the underlying data and information, any and all exhibits to be used as a summary of or in support of his opinions, and his entire file regarding this case.

Thus, please notify Mr. and Mrs. Campbell that they must produce the foregoing documents or I will file a motion to compel against them in accordance with I.R.C.P. 37.

Finally, please notify Mr. and Mrs. Campbell that this letter constitutes the required "good faith effort to secure the disclosures without court action." See I.R.C.P. 37(a)(2).

Thank you for your cooperation.

Respectfully yours,



Justin R. Seamon

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

Attorney for Defendants

BONNEVILLE COUNTY
11 JUN 21 PM 4:43

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
CAMPBELL,)
)
Plaintiffs,)
)
vs.)
)
JAMES C. KVAMME and DEBRA)
KVAMME,)
)
Defendants.)
_____)

Case No. CV 10-3879

**AFFIDAVIT OF ARNOLD GENE
KILLIAN IN OPPOSITION TO PLAIN-
TIFFS' MOTION FOR SUMMARY
JUDGMENT**

State of Idaho)
) ss.
County of Bonneville)

I, Arnold Gene Killian, state and declare the following under oath:

INTRODUCTION

1. I am over the age of 18.
2. I have personal knowledge of the facts in this case.
3. I am competent to testify to the matters stated herein.

4. I was born in 1944.
5. My parents were Delbert Killian and Mary Killian.
6. Jane Harris is my sister.
7. I have reviewed the affidavits of Margy Spradling and Jo Le Campbell in this case.
8. Margy Spradling, Jo Le Campbell, and V. Leo Campbell are siblings.
9. Their parents were Leo H. Campbell and Phyllis Campbell.
10. Leo H. Campbell and my mother, Mary, were siblings.
11. Thus, Margy, Jo Le, and V. Leo are my cousins.
12. In 1950, my family and I moved into the small white house, which is still located in the northeast corner of the N1/2 of the NE1/4.
13. My uncle Leo and his family lived in the small house, which is still located in the southeast corner of the S1/2 of the NE1/4.
14. Thus, my family—that is, the Killian family—lived in the small white house, located in the northeast corner of the N1/2 of the NE1/4, and the Campbell family lived in the small house, which is still located in the southeast corner of the S1/2 of the NE1/4.
15. See the diagram, below.

	Killian Family
	Campbell Family

16. With respect to the fence that runs between the N1/2 of the NE1/4 and the S1/2 of the NE1/4, I, too, do not know who built it or when it was built.

17. However, contrary to my cousins' allegation, the fence was not a "pasture fence," a "convenience fence," or "arbitrarily placed."

18. The fence was a division fence or boundary fence—that is, it sits on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4 and it marks the boundary.

19. In this regard, please note that I know the history and use of the NE1/4 since 1950, including the current use thereof. With respect to the N1/2 of the NE1/4,

I have personally farmed it, irrigated it, and maintained the fences on it, including the fence between the N1/2 of the NE1/4 and the S1/2 of the NE1/4.

20. The water to irrigate the NE1/4—the entire NE1/4—enters Section 17 near the Ucon Cemetery Road—that is, near the southeast corner of the S1/2 of the NE1/4.

21. The natural slope or grade of the land is south—that is, running from north to south.

22. In order to get the water from the southeast corner to the northeast corner, the ditch was built up and the entire elevation of the ditch was raised from south to north.

23. Thus, the ditch delivers water along the east boundary of the NE1/4, running from southeast corner to northeast corner.

24. For purposes of irrigation, the water flows toward the Snake River—that is, from east to west.

25. In order to irrigate the N1/2 of the NE1/4 and apply and keep the water thereon, a dike was built up on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4.

26. The dike is straight, level, and runs across the entire NE1/4, changing in elevation as it crosses the NE1/4 to account for the natural contours of the land.

27. The fence in this case runs directly on top of the dike.

28. Thus, it, too, is straight, level, and runs across the entire NE1/4, clearly and visibly marking the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4.

29. Contrary to my cousins' allegation, the fence did not "separate the good farmland to the north" from the "rocky pasture ground to the south."

30. The entire NE1/4 includes areas of rock, including the N1/2 and the S1/2; in fact, there are two shallow areas of rock in the N1/2 of the NE1/4, one in the middle and one in the west corner.

31. In addition, contrary to my cousins' allegation, the S1/2 of the NE1/4 was not merely "corrals and pasture."

32. With respect to "corrals," V. Leo Campbell has built corrals on his parcel of real property, which lies directly south of the fence, but he did so after he received his parcel of real property.

33. The only corrals that existed historically were next to my uncle Leo's house, which, again, is the small house located in the southeast corner of the S1/2 of the NE1/4.

34. With respect to "pasture," V. Leo Campbell has put his parcel of real property into pasture, but, again, he did so after he received his parcel of real property.

35. Historically, the entire S1/2 of the NE1/4 has been farmed, irrigated, and in production.

36. In fact, to this very day, the parcels of real property that belong to Margy and Jo Le are currently farmed, irrigated, and in production.

37. Again, I personally know the history and use of the NE1/4 since 1950, including the current use thereof; in simple terms, the S1/2 of the NE1/4, like the N1/2 of the NE1/4, is farmable, irrigable, and productive.

38. Contrary to my cousins' allegation, the fence has not been "left in place for the convenience of both families" and it is not an "amusing family anecdote."

39. Again, the fence was and is a division fence or boundary fence—that is, it sits on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4 and it clearly and visibly marks the boundary.

40. Contrary to my cousins' allegation, my family and I never had the "understanding" that the fence "was not the boundary," we did not "just get along without fretting over boundary lines," and we did not just "live and work together without worrying about a boundary line."

41. My family possessed and occupied the N1/2 of the NE1/4, including all of the "land to the north" of the fence. Again, I have personally farmed it, irrigated it, and maintained the fences on it.

42. The N1/2 of the NE1/4 used to have a fence around it, which fully enclosed it.

43. The fence around the N1/2 of the NE1/4 was a substantial enclosure and the current fence—that is, the fence that runs between the N1/2 of the NE1/4 and the S1/2 of the NE1/4—is still a substantial enclosure. In this regard, please note that this area is not open range.

44. My family cultivated and improved the N1/2 of the NE1/4, including all of the "land to the north" of the fence.

45. My family possessed and occupied the N1/2 of the NE1/4, including all of the "land to the north" of the fence, and did so continuously, openly, and against any right, title, and interest therein of Leo H. Campbell, V. Leo Campbell, or their "family,"

including, without limitation, Margy and Jo Le, and my family did so without their permission, consent, or approval.

46. Contrary to my cousins' allegation, my family and I never had the "understanding" that the fence was "several feet south" and that it was "common knowledge to everyone." In simple terms, Leo H. Campbell, V. Leo Campbell, and their "family," including, without limitation, Margy and Jo Le, never claimed any right, title, or interest in the real property that lies north of the fence.

47. Our families—that is, the Campbell family and the Killian family—acquiesced to the location of the fence.

48. Our families honored the location of the fence.

49. Our families maintained the fence and, in addition, the location of the fence on top of the dike.

50. The fence fixed and marked the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4, and our families used it and observed it accordingly.

51. With respect to the maintenance of the fence, please note that I personally worked on the fence with my uncle Leo. Together, we stretched wire, replaced posts, and carefully maintained the location, height, and straightness of the fence.

52. Neither Leo H. Campbell nor V. Leo Campbell nor their "family," including, without limitation, Margy and Jo Le, ever stated, suggested, or even hinted that the fence was "several feet south." In simple terms, Leo H. Campbell, V. Leo Campbell, and their "family" never claimed any right, title, or interest in the real property that lies north of the fence.

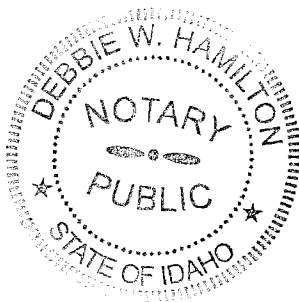
53. The Campbell family never enclosed the real property that lies north of the fence; they never cultivated it, improved it, used it, irrigated it, or put it in production; they never received rental income from it; they never received a share crop from it; they never posted it for sale; and they have never notified the Killian family or me that the fence was "several feet south."

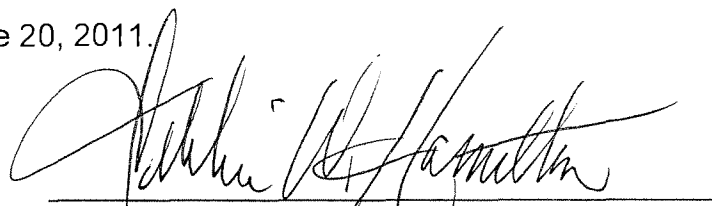
54. The bottom line is simple and straightforward: The fence was and is a division fence or boundary fence—that is, it sits on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4—and it clearly and visibly marks the boundary.

Dated June 20, 2011.


Arnold Gene Killian

Subscribed and sworn on June 20, 2011.





Notary Public
Commission expires: 04/11/17
Residing at: Idaho Falls, ID 83401

CERTIFICATE OF SERVICE

I served a copy of the foregoing AFFIDAVIT OF A. GENE KILLIAN IN
OPPOSITION TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT on the
following person on June 21, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271


Justin R. Seamons

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

Attorney for Defendants

BONNEVILLE COUNTY
11 JUN 21 PM 4:43

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
CAMPBELL,)
)
Plaintiffs,)
)
vs.)
)
JAMES C. KVAMME and DEBRA)
KVAMME,)
)
Defendants.)
_____)

Case No. CV 10-3879

**AFFIDAVIT OF REVAR HARRIS
IN OPPOSITION TO PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT**

State of Idaho)
) ss.
County of Bonneville)

I, Revar Harris, state and declare the following under oath:

INTRODUCTION

1. I am over the age of 18.
2. I have personal knowledge of the facts in this case.
3. I am competent to testify to the matters stated herein.

4. I was born in 1938.
5. I married Mary Jane Killian in 1960. She is now known as Mary Jane Harris.
6. Her parents were Delbert Killian and Mary Killian.
7. At the time, she and her family lived in the small white house, which is still located in the northeast corner of the N1/2 of the NE1/4.
8. To this day, my wife and I still live just down the street from the NE1/4 on 113 North.
9. I have reviewed the affidavits of Margy Spradling and Jo Le Campbell in this case.
10. Margy Spradling, Jo Le Campbell, and V. Leo Campbell are siblings.
11. Their parents were Leo H. Campbell and Phyllis Campbell.
12. Leo H. Campbell and Mary Killian were siblings.
13. Thus, my wife and Margy, Jo Le, and V. Leo are cousins.
14. In 1960, Leo H. Campbell and his family lived in the small house, which is still located in the southeast corner of the S1/2 of the NE1/4.
15. Thus, my wife's family—that is, the Killian family—lived in the small white house, located in the northeast corner of the N1/2 of the NE1/4, and the Campbell family lived in the small house, which is still located in the southeast corner of the S1/2 of the NE1/4. See the diagram, below.

	Killian Family
	Campbell

16. With respect to the fence that runs between the N1/2 of the NE1/4 and the S1/2 of the NE1/4, I, too, do not know who built it or when it was built.

17. However, contrary to the allegation of Margy and Jo Le, the fence was not a "pasture fence," a "convenience fence," or "arbitrarily placed."

18. The fence was a division fence or boundary fence—that is, it sits on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4 and it marks the boundary.

19. Again, my wife and I still live just down the street from the NE1/4 on 113 North and I know the history and use thereof, including the current use thereof. I have personally farmed it, irrigated it, and maintained the fences on it, including the

fence between the N1/2 of the NE1/4 and the S1/2 of the NE1/4. For example, when Mary Killian served a mission for the LDS Church, I personally took care of it.

20. The water to irrigate the NE1/4—the entire NE1/4—enters Section 17 near the Ucon Cemetery Road—that is, near the southeast corner of the S1/2 of the NE1/4.

21. The natural slope or grade of the land is south—that is, running from north to south.

22. In order to get the water from the southeast corner to the northeast corner, the ditch was built up and the entire elevation of the ditch was raised from south to north.

23. Thus, the ditch delivers water along the east boundary of the NE1/4, running from southeast corner to northeast corner.

24. For purposes of irrigation, the water flows toward the Snake River—that is, from east to west.

25. In order to irrigate the N1/2 of the NE1/4 and apply and keep the water thereon, a dike was built up on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4.

26. The dike is straight, level, and runs across the entire NE1/4, changing in elevation as it crosses the NE1/4 to account for the natural contours of the land.

27. The fence in this case runs directly on top of the dike.

28. Thus, it, too, is straight, level, and runs across the entire NE1/4, clearly and visibly marking the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4. See PHOTOGRAPHS, attached hereto; in this regard, please note that I did not

take the photographs, but they truly and accurately depict or otherwise show the dike and fence.

29. Contrary to the allegation of Margy and Jo Le, the fence did not "separate the good farmland to the north" from the "rocky pasture ground to the south."

30. The entire NE1/4 includes areas of rock, including the N1/2 and the S1/2; in fact, there is a shallow area of rock right in the middle of the N1/2 of the NE1/4.

31. In addition, contrary to the allegation of Margy and Jo Le, the S1/2 of the NE1/4 was not merely "corrals and pasture."

32. With respect to "corrals," V. Leo Campbell has built corrals on his parcel of real property, which lies directly south of the fence, but he did so after he received his parcel of real property.

33. The only corrals that existed historically were next to Leo H. Campbell's house, which, again, is the small house located in the southeast corner of the S1/2 of the NE1/4.

34. With respect to "pasture," V. Leo Campbell has put his parcel of real property into pasture, but, again, he did so after he received his parcel of real property.

35. Historically, the entire S1/2 of the NE1/4 has been farmed, irrigated, and in production.

36. In fact, to this very day, the parcels of real property that belong to Margy and Jo Le are currently farmed, irrigated, and in production.

37. Again, my wife and I still live just down the street from the NE1/4 on 113 North and I know the history and use thereof, including the current use thereof; in

simple terms, the S1/2 of the NE1/4, like the N1/2 of the NE1/4, is farmable, irrigable, and productive.

38. Contrary to the allegation of Margy and Jo Le, the fence has not been “left in place for the convenience of both families” and it is not an “amusing family anecdote.”

39. Again, the fence was and is a division fence or boundary fence—that is, it sits on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4 and it clearly and visibly marks the boundary.

40. Contrary to the allegation of Margy and Jo Le, the Killian family and I never had the “understanding” that the fence “was not the boundary,” we did not “just get along without fretting over boundary lines,” and we did not just “live and work together without worrying about a boundary line.”

41. The Killian family possessed and occupied the N1/2 of the NE1/4, including all of the “land to the north” of the fence. Again, I have personally farmed it, irrigated it, and maintained the fences on it.

42. The N1/2 of the NE1/4 used to have a fence around it, which fully enclosed it.

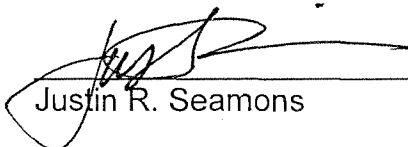
43. The fence around the N1/2 of the NE1/4 was a substantial enclosure and the current fence—that is, the fence that runs between the N1/2 of the NE1/4 and the S1/2 of the NE1/4—is still a substantial enclosure. In this regard, please note that this area is not open range.

44. The Killian family cultivated and improved the N1/2 of the NE1/4, including all of the “land to the north” of the fence.

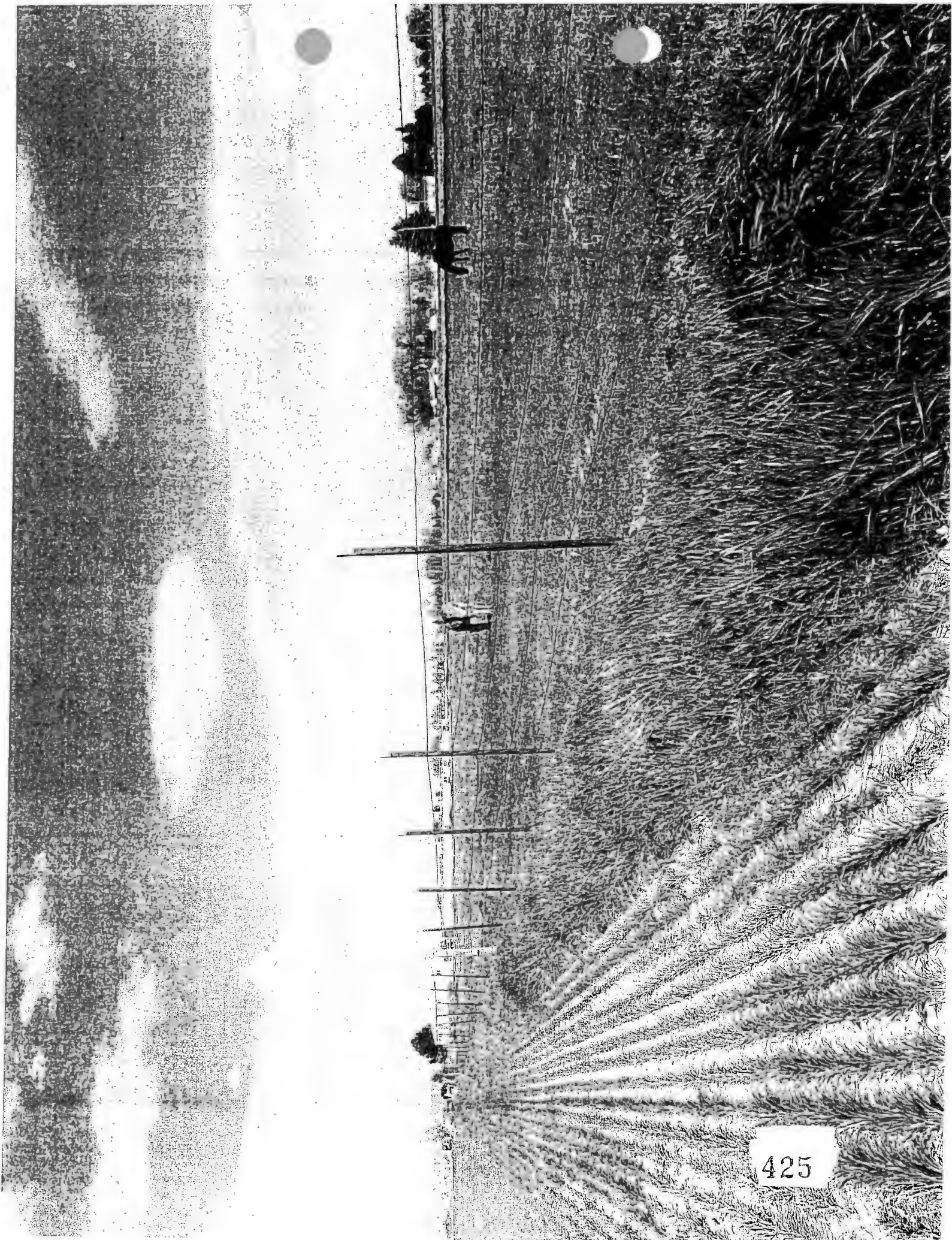
CERTIFICATE OF SERVICE

I served a copy of the foregoing AFFIDAVIT OF REVAR HARRIS IN
OPPOSITION TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT on the
following person on June 21, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271



Justin R. Seamons



425



426

Justin R. Seamons
414 Shoup Avenue
Idaho Falls, ID 83402
Telephone Number: (208) 542-0600
Facsimile Number: (208) 529-4166
Idaho State Bar Number: 3903

Attorney for Defendants

BONNEVILLE COUNTY

11 JUN 21 PM 4:43

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

V. LEO CAMPBELL and KATHLEEN)
CAMPBELL,)
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Plaintiffs,)
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vs.)
)
JAMES C. KVAMME and DEBRA)
KVAMME,)
)
Defendants.)
_____)

Case No. CV 10-3879

**AFFIDAVIT OF MARY JANE HARRIS
IN OPPOSITION TO PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT**

State of Idaho)
) ss.
County of Bonneville)

I, Mary Jane Harris, state and declare the following under oath:

INTRODUCTION

1. I am over the age of 18.
2. I have personal knowledge of the facts in this case.
3. I am competent to testify to the matters stated herein.

4. I was born in 1937.
5. In approximately 1944, our family moved to a farm, located near Ririe, Idaho.
6. I remember the farm and moving to it; it was a dry farm.
7. My parents, Delbert Killian and Mary Killian, did not own the farm; instead, my paternal grandparents, Earl Killian and Sarah Killian, owned it.
8. My family farmed it for them and my parents, siblings, and I worked on it.
9. I have reviewed the affidavits of Margy Spradling and Jo Le Campbell in this case.
10. They are my cousins.
11. Contrary to their allegation, my parents did not "lose their farm" or, in the words of my cousin, V. Leo Campbell, "starve out."
11. My family worked very hard on the above-referenced farm—that is, the dry farm, located near Ririe, Idaho; but, again, my paternal grandparents owned it, not us.
12. Contrary to my cousins' allegation, my family's move from Ririe, Idaho, to the N1/2 of the NE1/4 in this case had nothing to do with "losing the farm," "starving out," "needing a place to live," or other financial hardship.
13. Rather, my maternal grandfather, Hyrum Campbell, passed away in 1949.
14. I was 12 years old and clearly remember it.
15. Following his death, my maternal grandmother, Charlotte Campbell, offered to sell several parcels of real property to her children; for example, she offered to sell the N1/2 of the NE1/4 to my parents.

16. My parents discussed the offer of sale, which was a chance to own their farm.

17. Contrary to my cousins' allegation, their family did not farm the N1/2 of the NE1/4; instead, my uncle, Parley Campbell, farmed it.

18. Parley Campbell and my mother were siblings.

19. At the time, my uncle Parley lived in the small white house, which is still located in the northeast corner of the N1/2 of the NE1/4.

20. After my grandfather passed away, my grandmother offered to sell the "home place" to my uncle Parley.

21. The "home place" was located near Shelton, Idaho.

22. In addition, she offered to sell the S1/2 of the NE1/4 to my uncle, Leo H. Campbell.

23. Leo H. Campbell, Parley Campbell, and my mother were siblings.

24. At the time, my uncle Leo lived in the small house, which is still located in the southeast corner of the S1/2 of the NE1/4.

25. Thus, my grandfather passed away in 1949 and my grandmother thereupon offered to sell the following parcels of real property to her children:

- a. She offered to sell the "home place" to my uncle Parley.
- b. She offered to sell the N1/2 of the NE1/4 to my family.
- c. She offered to sell the S1/2 of the NE1/4 to my uncle Leo.

26. They all agreed.

27. During the following spring and summer—that is, the spring and summer of 1950, my family moved from Ririe, Idaho, to the N1/2 of the NE1/4; again, my parents purchased the N1/2 of the NE1/4; it was not “given” to them; in fact, I still remember the day that my parents finishing paying for it and the pride and happiness they felt and exhibited in finally owning their own farm.

28. In addition, I clearly remember the move; I was then 13 years old and looking forward to the 8th Grade in the fall.

29. As my family moved into the small white house, which is still located in the northeast corner of the N1/2 of the NE1/4, my uncle Parley moved out.

30. He, in turn, moved to the “home place” in Shelton, Idaho.

31. Of course, my uncle Leo was already living in the small house, which is still located in the southeast corner of the S1/2 of the NE1/4:

	Killian Family
	Campbell Family

32. With respect to the fence that runs between the N1/2 of the NE1/4 and the S1/2 of the NE1/4, I, too, do not know who built it or when it was built.

33. However, contrary to my cousins' allegation, the fence was not a "pasture fence," a "convenience fence," or "arbitrarily placed."

34. The fence was a division fence or boundary fence—that is, it sits on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4 and it marks the boundary.

35. I agree with my cousins that our grandfather was a "hard working farmer."

36. However, he was also very, very meticulous, careful, and precise.

37. The water to irrigate the NE1/4—the entire NE1/4—enters Section 17 near the Ucon Cemetery Road—that is, near the southeast corner of the S1/2 of the NE1/4.

38. The natural slope or grade of the land is south—that is, running from north to south.

39. In order to get the water from the southeast corner to the northeast corner, the ditch was built up and the entire elevation of the ditch was raised from south to north.

40. Thus, the ditch delivers water along the east boundary of the NE1/4, running from southeast corner to northeast corner.

41. For purposes of irrigation, the water flows toward the Snake River—that is, from east to west.

42. In order to irrigate the N1/2 of the NE1/4 and apply and keep the water thereon, a dike was built up on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4.

43. The dike is straight, level, and runs across the entire NE1/4, changing in elevation as it crosses the NE1/4 to account for the natural contours of the land.

44. The fence in this case runs directly on top of the dike.

45. Thus, it, too, is straight, level, and runs across the entire NE1/4, clearly and visibly marking the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4. See PHOTOGRAPHS, attached hereto; in this regard, please note that I did not take the photographs, but they truly and accurately depict or otherwise show the dike and fence.

46. Contrary to my cousins' allegation, the fence did not "separate the good farmland to the north" from the "rocky pasture ground to the south."

47. The entire NE1/4 includes areas of rock, including the N1/2 and the S1/2; in fact, there is a shallow area of rock right in the middle of the N1/2 of the NE1/4.

48. In addition, contrary to my cousins' allegation, the S1/2 of the NE1/4 was not merely "corrals and pasture."

49. With respect to "corrals," my cousin, V. Leo Campbell, has built corrals on his parcel of real property, which lies directly south of the fence, but he did so after he received his parcel of real property.

50. The only corrals that existed historically were next to my uncle Leo's house, which, again, is the small house located in the southeast corner of the S1/2 of the NE1/4.

51. To this day, my husband and I still live just down the street from the NE1/4 on 113 North.

52. With respect to "pasture," my cousin, V. Leo Campbell, has put his parcel of real property into pasture.

53. Historically, the entire S1/2 of the NE1/4 has been farmed, irrigated, and in production.

54. In fact, to this very day, the parcels of real property that belong to my cousins Margy and Jo Le are currently farmed, irrigated, and in production.

55. Again, my husband and I still live just down the street from the NE1/4 on 113 North and I know the history and use thereof, including the current use thereof; in simple terms, the S1/2 of the NE1/4, like the N1/2 of the NE1/4, is farmable, irrigable, and productive.

56. Contrary to my cousins' allegation, the fence has not been "left in place for the convenience of both families" and it is not an "amusing family anecdote."

57. Again, the fence was and is a division fence or boundary fence—that is, it sits on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4 and it clearly and visibly marks the boundary.

58. Contrary to my cousins' allegation, my family and I never had the "understanding" that the fence "was not the boundary," we did not "just get along without fretting over boundary lines," and we did not just "live and work together without worrying about a boundary line."

59. Beginning in 1950, my family possessed and occupied the N1/2 of the NE1/4, including all of the "land to the north" of the fence and every square inch thereof.

60. The N1/2 of the NE1/4 used to have a fence around it, which fully enclosed it.

61. The fence around the N1/2 of the NE1/4 was a substantial enclosure and the current fence—that is, the fence that runs between the N1/2 of the NE1/4 and the S1/2 of the NE1/4—is still a substantial enclosure. In this regard, please note that this area is not open range.

62. Beginning in 1950, my family cultivated and improved the N1/2 of the NE1/4, including all of the "land to the north" of the fence. In this regard, my family farmed, irrigated, and used it and grazed cattle thereon.

63. My family possessed and occupied the N1/2 of the NE1/4, including all of the "land to the north" of the fence, and did so continuously, openly, and against any right, title, and interest therein of my cousin, V. Leo Campbell, or my uncle, Leo H. Campbell, or their "family," including, without limitation, Margy and Jo Le, and my family did so without their permission, consent, or approval.

64. Contrary to my cousins' allegation, my family and I never had the "understanding" that the fence was "several feet south" and that it was "common knowledge to everyone." In simple terms, my cousin, V. Leo Campbell, and my uncle, Leo H. Campbell, and their "family," including, without limitation, Margy and Jo Le, never claimed any right, title, or interest in the real property that lies north of the fence.

65. Our families—that is, the Campbell family and the Killian family—acquiesced to the location of the fence.

66. Our families honored the location of the fence.

67. Our families maintained the fence and, in addition, the location of the fence on top of the dike.

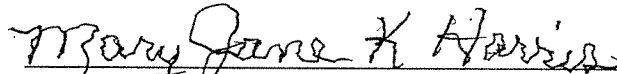
68. The fence fixed and marked the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4, and the families used it and observed it accordingly.

69. The Campbell family never enclosed the real property that lies north of the fence; they never cultivated it, improved it, used it, irrigated it, or put it in production; they never received rental income from it; they never received a share crop from it; they never posted it for sale; and they never notified the Killian family that the fence was “several feet south.”

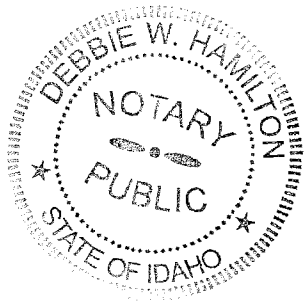
70. The bottom line is simple and straightforward: The fence was and is a division fence or boundary fence—that is, it sits on the boundary between the N1/2 of the NE1/4 and the S1/2 of the NE1/4—and it clearly and visibly marks the boundary.

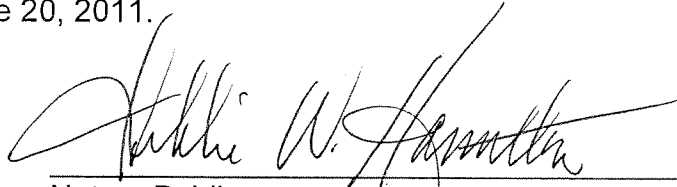
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Dated June 20, 2011.


Mary Jane Harris

Subscribed and sworn on June 20, 2011.

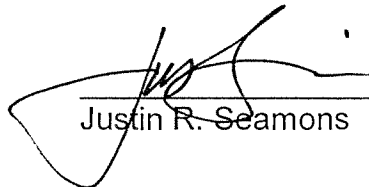


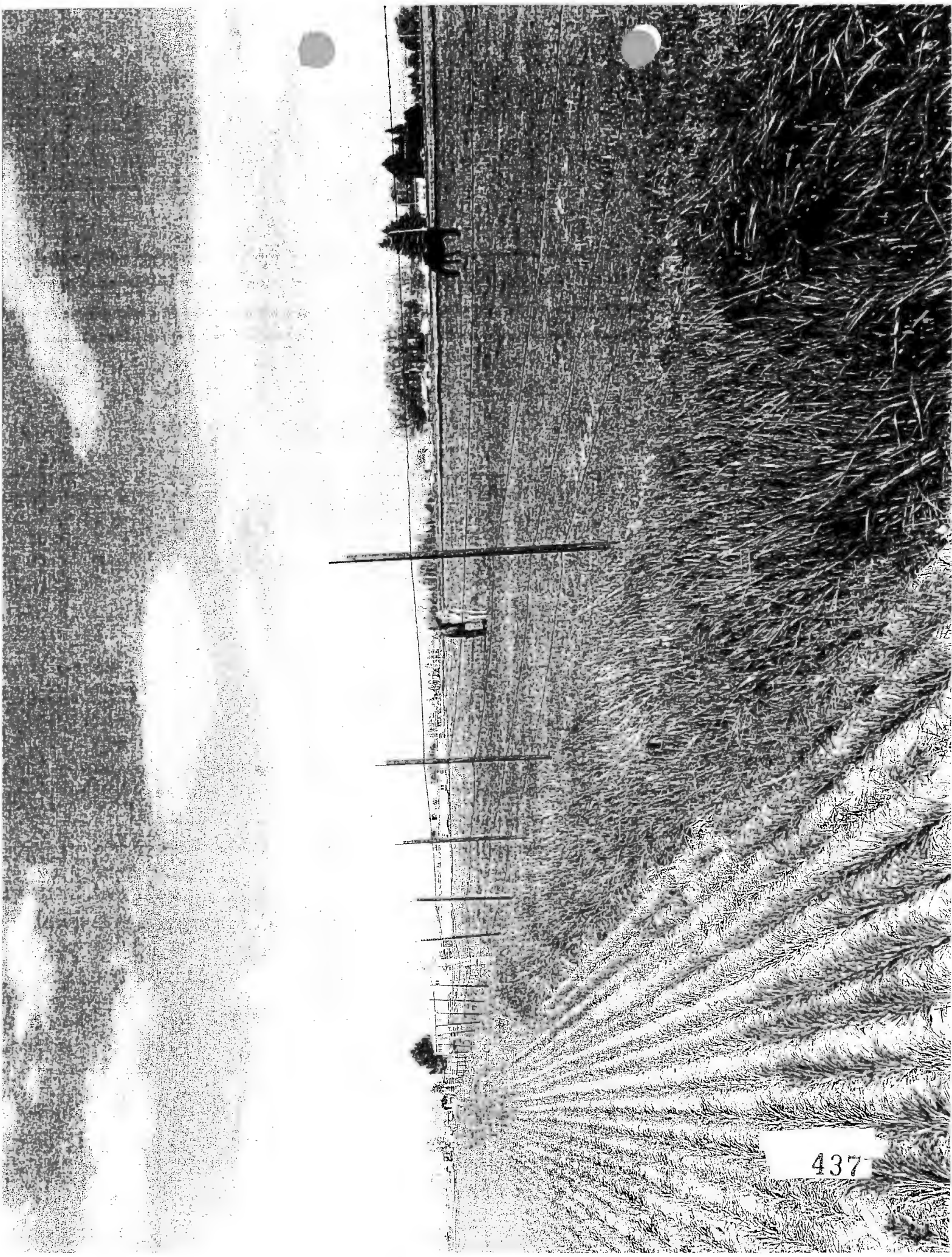

Notary Public
Commission expires: 04/11/17
Residing at: Idaho Falls, ID 83401

CERTIFICATE OF SERVICE

I served a copy of the foregoing AFFIDAVIT OF MARY JANE HARRIS IN
OPPOSITION TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT on the
following person on June 21, 2011:

Kipp L. Manwaring
P.O. Box 50271
Idaho Falls, ID 83405-0271


Justin R. Seamons



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